PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, SEPTEMBER 19, 2016 IN THE E.L. PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA

MAYOR TIM LOUCKS tim.loucks@groveland-fl.gov VICE-MAYOR KAREN MCMICAN karen.mcmican@groveland-fl.gov COUNCIL MEMBER MIKE RADZIK mike.radzik@groveland-fl.gov COUNCIL MEMBER **DINA SWEATT** dina.sweatt@groveland-fl.gov COUNCIL MEMBER JOHN GRIFFIN john.griffin@groveland-fl.gov CITY ATTORNEY ANITA GERACI-CARVER, ESQ. INTERIM CITY MANAGER GWEN WALKER gwen.walker@groveland-fl.gov ACTING CITY CLERK LISA CORTESE lisa.cortese@groveland-fl.gov SERGEANT-AT-ARMS CHIEF M. SMITH TENNYSON melvin.tennyson@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

Guest Speaker, Presentations and Proclamations Economic Development Update – Rodney Lucas

Reports

- a. Council Member Reports
- b. City Manager Report
- c. City Attorney Report
- d. Citizen Advisory Committee Member Reports

Consent Agenda

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a Council member, staff member or member of the public wishes to discuss any item on the Consent Agenda, they can request the item be removed from the Consent Agenda for discussion. The remaining items on the Consent Agenda will be voted on with one motion being made for all items on the Consent Agenda. Then the item removed from the Consent Agenda will be separately considered and voted on.

- Approval of City Council Meeting Minutes of September 6, 2016
- Approval of City Council Special Meeting Minutes of September 6, 2016
- Approval of City Council Special Meeting Minutes of September 9, 2016

Old Business

New Business

- 1. Award Bid for Construction of Gaffney Memorial Park Phase I
- 2. Approve Ordinance 2016-09-18: Comprehensive Plan Amendment Raney Holdings
- 3. Approve Ordinance 2016-09-19: Rezoning to PUD Industrial Raney Holdings
- 4. Approve Resolution 2016-09-27 Landscape Variance Taco Bell
- 5. Approve Site Plan FKC Dialysis Center
- 6. Direction from Council Regarding Artist Mural for Puryear Building
- 7. Accept Proposal from Carolyn Kunz Alvarez re: Investigative Services
- 8. Approve Computer Forensic Consulting Agreement with ESI Consulting, Inc.
- 9. Extension of PDG Contract from September 12 through October 28, 2016

Public Comment*

Announcements

Adjournment

*Groveland Code of Ordinances Sec. 2-58 (f). Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition, do not give out your Social Security Number, phone number, email address of any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.





Monthly Report for September 19, 2016

Economic Development Division

City of Groveland's Motto, Vision and Mission Statement

Motto: City with a Future, Watch us Grow

Vision Statement: Creating Solutions for Our Future

Mission Statement: The Mission of the City of Groveland is to Inform, Involve, and Inspire the Citizens we serve. We understand that Groveland will have smart growth with continued focus, dedication, and discipline in providing quality services.

August 15, 2016 Report:

Update on Industrial/Commercial/Retail Activities:

Raney Holdings, LLC, completion of Comp. Plan/Rezoning and pending Construction permit application. City Council September 19 and October 3, 2016.

Taco Bell submitting a variance September 19, 2016

Residential Permits - Number of Single Family Residential (SFR) Permits for August 2016

- Building Department issued 34 SFR permits for the month of August 2016 an increase of 38% from the previous year's 21 SFR for August 2015. An increase of 13 SFR permits. We did increase our overall productivity from 171 SFR to 296 SFR. An increase of 125 SFR permits issued from last year's in August.
- Processed 106 building permits; (34 SFR and 72 miscellaneous permits = 106) issued for the month of August at an average of 10 days per permit from the point of receiving it to issuance date.

Economic Development Strategy:

Economic Development Overview

The Economic Development Department is charged with working with property owners and developers to increase the office and retail sectors of the City. This involves seeking out unique and interesting venues in which Groveland residents can shop, dine and explore.

In keeping with our overall mission, the city is working on developing a three-point strategy in order to accomplish this important revenue-generating task.

- 1. To identify and assist retail developers to commit, invest, and build new high-quality municipal sales tax generating projects in Groveland;
- 2. To assist our present landowners in the sale and development of potential retail sites to their best use;

- 3. To recruit new and retain existing Groveland, restaurants, and other businesses that Groveland citizens and visitors desire and will support.
 - To compete with other cities for local and international businesses;
 - Stimulate our economy through increased training and development of our workforce for employment readiness;
 - Retention of our current businesses through business plan and future land use planning for development and expansion;
 - Recruitment of national and international retail and restaurant franchises;
 - Solicit for business growth within the industries of Agritech, Business Services, Cleantech, Health & Wellness, Manufacturing & Warehouse/Distribution and Arts, Recreation & Leisure.

Policies & Procedures for Community Development Department

City has updated two economic development incentives policies by adopting CRA Resolution 2015-11-16 and Ordinance 2015-05-06.

Community Development Department is putting together a streamline process for economic development projects and building permits that make it simpler for all.

Currently we have 12 step Site Plan process based on Sec. 153-35 along with Building Department applications and Economic Development incentives we need to reduce to 9 step process:

- 1) Developer/land owner notifies City of Project
- 2) Staff meets with key stakeholders in a Pre-Application Development Review Committee (DRC)
- 3) Economic Development Incentive Application If a company meets our minimum qualifications through the above Resolution and Ordinance staff will draft a Memorandum of Understanding (MOU) which is reviewed by our City attorney and then agreed to by both parties
- 4) Site Plan Review: Comp. Plan/Rezoning through the Planning & Zoning Department
- 5) Construction Plans/Plan Reviews through Building Department
- 6) After building plans are received all City fees are calculated based on the use, size and materials of project. Then specific fee reduction terms are drafted by staff using the Council approved economic development assistance/ordinance if funding is available
- 7) Development agreement that include those terms are presented to Council for approval
- 8) Payment received in full of all impact fees
- 9) Reimbursement provided based on funding available and Council approval

Infill Development:

The City of Groveland received a grant from the Florida Small Cities Community Development Block Grant, Disaster Recovery and Neighborhood Stabilization Program in the amount of \$650,000. The Community Development Block Grant Program is a federal program that provides funding for housing and community development activities. Congress created the program when it passed the Housing and Community Development Act of 1974.

The program, which is administered by the United States Department of Housing and Urban Development (HUD), consists of two components:

- 1. Entitlement Program funds are provided directly to urban communities, and
- 2. State Program funds are allocated to the states for distribution to eligible non-entitlement communities

The grant is broken down into 3 parts:

1)	Administration	\$97,500
2)	Housing – Temporary Relocation	\$10,000
3)	Housing - Rehab/Demo/Replacement	\$542,500
	Total:	\$650,000

To date, we have received 19 applications with us assisting 11 households. We have spent approximately \$504,017 on rehab (7), demo (4) and new construction (4). We have two outstanding homes to complete in Garcia and Crook.

The benefits from this program is to stabilize our housing stock by making sure homes are up to building code and increase the tax base from the improvement of the property against the tax rolls.

Marketing

Economic Development Division will market the City amenities through brochures, website, joint ventures with Marvin Puryear, Lake County and trade shows like the National League of Cities, Florida Redevelopment Association and the International Council of Shopping Centers (ICSC).

Tools

- Economic Development Incentives City/CRA
- Land Bank
- Public, Private, Partnership

Recruitment of New Businesses

We currently have several active businesses seeking properties or building space to relocate to Groveland:

- Medical Dialysis seeking location by Walgreen
- Taco Bell seeking location by Walgreen

Expansion of Current Businesses

• Raney Holdings, LLC

Top 5 Major Employers:

- SECO ENERGY
- Cherry Lake Tree Farm
- Lake County School Board
- Publix
- · City of Groveland

City Stats:

Incorporated: 1922 Population: 13,605

Municipal Boundaries: 19.67 Square Miles Government: City Council/Manager

Business Tax Receipts (Updated 9/2016)

RENEWED / LICENSE ISSUED 9/1/2016 – 09/30/2017 118 NEW BUSINESS / LICENSE ISSUED 1/2016 – 08/30/2016 50

Economic Development Incentives

CRA Awarded \$35,932.03 FY15-16

Citywide Building Division \$50,000 Available

Community Development \$75,000 Available

Recent Business Establishments/Activity

• Coast to Coast Trail

• HWY 50 Realignment

Proposed Municipal Complex

• Villa City DRI

Major Business Districts

DistrictClassificationIndustry FocusDowntownCommercialRetail/Services

Hunt Industrial Park Commercial/Industrial Com./Retail/Manufacturing

Groveland Commerce Park Industrial Industrial

Ford Commerce Park Industrial Manufacturing/Office

Seneca Industrial Park Industrial Manufacturing

Timber Village Industrial ParkIndustrial Retail/Office

CITY OF GROVELAND POPULATION

	THE TOT OF	HELLOIT	
2010	2014	2015	2016
8,729	10,546	12,077	13,605
Cities of Lake			
County	İ		
Years	2010	2015	

Astatula	1,810	1,824	
Clermont	28,742	32,348	
Eustis	18,558	19,432	
Fruitland Park			
	4,078	4,214	
Groveland	8,729	12,077	
Howey-in-the-			
Hills	1,098	1,106	
Lady Lake	14,207	13,926	
Leesburg	21,547	20,117	
Mascotte	5,401	5,101	
Minneola	10,470	9,403	
Montverde	1,472	1,463	
Mount Dora	13,167	12,370	
Tavares	15,106	13,951	
Umatilla	3,798	3,456	
Unincorporated	160,400	154,245	
			

	2015		2010	
		Average		Average
	Households	Household Size	Households	Household Size
Groveland	3,111	2.99	2,863	3.04
Lake County	128,573	2.43	121,289	2.42

Building Housing Per	rmits
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SFR - Homes - 2014		% of Change '14 to '15	SFR - Homes - 2015		% of Change '15 to '16	SFR-Homes - 2016		Misc Permits
Jan	74	(68%)	Jan	14	44%	Jan	25	
Feb	22	(69%)	Feb	13	61%	Feb	33	
Mar	2	91%	Mar	23	18%	Mar	28	
Apr	47	(81%)	Apr	26	57%	Apr	61	
May	25	(25%)	May	20	35%	May	31	
Jun	31	(15%)	Jun	27	0%	Jun	27	
Jul	53	(96%)	Jul	27	53%	lut	57	
Aug	38	(81%)	Aug	21	38%	Aug	34	72

Sep	36	(11%)	Sep	32		Sep	
Oct	9	64%	Oct	25		Oct	
Nov	11	35%	Nov	17		Nov	
Dec	37	(42%)	Dec	26		Dec	
Total	385	(42%)	Total	271	9%	Total	296

City of Groveland, FL Community Development

Department

'roject period: 9/2014 through 8/2016

Commercial			Square	Project	Economic		
Projects	Land Use	Location	Footage	Cost	Incentives	New Units	Status
					57,858.26 (Cash Investment)	4[
Hunt Industrial					61,016.90 County Impact	1	
² ark	Industrial	City	46,972	4,373,844	fee Credit	62	Completed
Captive Aire	Industrial	City	36,000	3,354,120	29,132.41 (Cash Investment)	Warehouse	
Dunkin Donut	Non- Industrial	City	2,850	373,350	None	1	Under Construction
Fimeless 3outique	Commercial	CRA	3,500	160,000	10,000 Rebate	N/A	Completed Rehab
Hick Daddy Smoke	Commercial	CRA	1,300	11,870	1,187 Rebate	N/A	Completed Rehab
Riffle's Air & leat	Industrial	CRA	8,400	549,696	10,000 Rebate	7	Completed
vly Kinda Color vail Salon	Commercial	CRA	3,000	34,320	3,432.03 Rebate	N/A	Completed Rehab
Faith Neighorhood Center	Industrial	CRA	6,000	517,200	10,000 Rebate	Warehouse	Under Construction
Raney Holdings, LC	Industrial	City	37,750		Application	2 Structures	Pending Comp. Plan/Rezoning/Const
<u> </u>	9		145,522	9,374,400	182,626.60		

City of Groveland

Minutes

City Council Meeting

Tuesday, September 06, 2016

The Groveland City Council held a regularly scheduled meeting on Tuesday, September 06, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:20pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik, John Griffin and Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Commander Scott Penvose.

OPENING CEREMONIES

The meeting opened with the Pledge of Allegiance led by Council Member Dina Sweatt. The invocation was given by Council Member John Griffin.

Guest Speaker, Presentations and Proclamations

Final Debriefing on July 4th 2016 – Rebekah Morgan
 Parks and Recreation Manager, Rebekah Morgan addressed the Council.

REPORTS

- a. Council Members
- Council Member Dina Sweatt reported that on attended ethics training at the Eustis
 Community Center on August 12th. Mrs. Sweatt attended the Florida League of Cities
 Annual Conference in Hollywood Florida August 17th –August 21st. Mrs. Sweatt reported
 that she attended the last legislative meeting for taxation and finance while in Hollywood.
 Her appointment for this year will be for Growth Management and Economic Affairs.
- Council Member John Griffin reported that the sign located at John Wesley Griffin park needs a height adjustment and leveling. Mr. Griffin also suggests changing the location of the sign indicating children at play approximately 300' from the playground area encouraging traffic to slow down before approaching the playground area.
- Council Member Mike Radzik reported that he attended the Florida League of Cities Annual Conference in Hollywood, Florida August 18th-August 20th. Mr. Radzik reported that he attended the last legislative meeting for taxation and finance while in Hollywood and will be the representative for 2016-2017. Mr. Radzik provided staff information on CityStats Statewide Regional Trends to forward to Council. Mr. Radzik reported that recent legislation has a small reduction for sales tax for commercial leases. Mr. Radzik reported he attended a class designed to assist government officials to attract younger individuals within their community to participate in local government and public service. Mr. Radzik reported at the conference he also met with Kevin Crowder from Redevelopment Management Associates regarding private public partnerships. Mr. Radzik reported that the City Manager invited him to a meeting and tour of the Orlando Crime Scene Facility and Orlando Police Department on Friday, September 2nd with

Chief Tennyson and John Moore from H.J. High Construction Company who currently is involved in private public partnerships and development. Mr. Radzik reported that he spoke with Chuck Broadway from the Clermont Police Department who offered to provide a tour of their new facility to staff and Council and are expected to have a ribbon cutting ceremony the end of October. Mr. Radzik stated in response to the ongoing issues with Sam Smith, he suggested that the Council consider implementing the following in the city personnel manual: random steroid and drug testing, minimum education requirements for entry level police officers, sensitivity training, department head policy regarding distance of residency from the city, and consistent application of police department policies.

- Vice Mayor Karen McMican reported that she attended the Florida League of Cities Annual Conference in Hollywood, Florida August 17th –August 21st. She attended a tour of the water treatment plant for the City of Hollywood with Utilities Manager, Carlos Aguilera. While at the conference Mrs. McMican reported that she concentrated on urban development and records request management. Mrs. McMican reported that at the conference she was the voting delegate for upcoming legislature and also that she was selected to serve on the Urban Development Committee. Mrs. McMican reported that she attended a tour of the Donald Bronson Community Storm center in Polk City on Saturday, August 27th. Mrs. McMican provided the City Attorney and Council with information regarding a recycling program for the community she would like the Council to review and consider.
- Mayor Tim Loucks reported that he was running for county commissioner and was defeated which he stated isn't uncommon for the first time running, and overall he was happy with the results. He reported that he participated in 18 forums and 12 debates and learned a lot. Mr. Loucks reported that the city's reclaim water salt content on the south end is running 50 ppm and stated this can be harsh on some landscape. Mr. Loucks stated that he agrees that city policies should be implemented consistently between departments and employees.

b. City Manager

City Manager, Redmond Jones gave his written report to Council. Mr. Jones reported that three additional staff members have completed their Certified Public Managers Certification.

Newly hired Senior Planner, Jodi Nentwick introduced herself to the Council.

Steven Elmore addressed the Council regarding the Chamber of Commerce request to use the Puryear Building for a Candidate Forum.

Consensus from Council to direct staff to move forward with negotiating a new lease with Florida House Representative, Larry Metz.

c. City Attorney

City Attorney, Anita Geraci-Carver reported that her office contacted each Council Member for scheduling purposes in the litigation case John Flinn vs City of Groveland Lake County Case 2016CA994. Mike Bowling has requested direction from Council and at the last meeting Council requested additional information. The information is now available and he would like to discuss this with Council and get input and a meeting is being scheduled for Friday, September 30th 2016 at 4:00pm and will be held at the Lake David Center located at 450 S. Lake Avenue Groveland, Florida. The meeting will begin at 4:00pm and be for approximately 1 hour. Those in attendance will be Mayor Tim Loucks, Vice Mayor Karen McMican, Council Members Dina Sweatt, Mike Radzik, and John Griffin. In addition, City Attorney Anita Geraci-Carver, City Manager Redmond Jones and litigation counsel Mike Bowling.

d. Citizen Advisory Committee

Chair George Rosario invited the public to attend the Recreation Advisory Board meetings and provide their input. Meetings are scheduled the second Tuesday of every month at 6:30pm, located at the Lake David Center.

Consensus from Council to move up item 3. Discussion – Donald Bronson Groveland Historical Museum to item 1.

CONSENT AGENDA

- Approval of City Council Meeting Minutes of August 15, 2016
- Approval of City Council Workshop Minutes of August 15, 2016

Vice Mayor Karen McMican moved to approve; seconded by Council Member Mike Radzik.

The motion was approved with all members present voting aye.

OLD BUSINESS

NEW BUSINESS

1. Discussion of Donald Bronson Groveland Historical Museum Proposal

Consensus from Council to place proposal on next Council agenda.

2. Discussion of July 4th 2017

Consensus from Council to direct staff to begin soliciting for sponsorships, donations, and volunteers for the July 4^{th} 2017 event.

3. Drone Issue

City Attorney, Anita Geraci-Carver addressed the Council. Council discussed this item at length.

4. Discussion - Maintenance Bond Extension

Consensus from Council to direct city attorney to amend current code with the following changes:

- Requiring a separate maintenance bond in favor of the entity having ownership of and maintenance obligations for non-public improvements, such as an HOA that owns a private subdivision road.
- Require a phasing plan from developers for residential subdivisions to ensure that construction vehicles will not travel over newly constructed subdivision roadways to continue construction in future phases of the development, and if such travel cannot be avoided, a mechanism that requires a longer maintenance bond.
- Adding language which makes performance and maintenance bonds applicable to non-residential projects where public improvements are being constructed.

5. Approve Purchase of Metal Detector

Council Member Dina Sweatt moved to approve; seconded by Council Member John Griffin.

The motion was approved with all members present voting aye.

6. Approve Agreement for Services Between City and PRMG for User Rate Study Vice Mayor Karen McMican moved to approve; seconded by Council Member Mike Radzik.

The motion was approved with all members present voting aye.

7. Approve Agreement for Services Between City and PRMG for Impact Fee Study Vice Mayor Karen McMican moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

8. Approve the 2016-2021 Capital Improvement Plan Budget

Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

PUBLIC COMMENT

ANNOUNCEMENTS

Consensus from Council to schedule a special meeting for Friday, September 9, 2016 at 5:00pm to be held at the E.L. Puryear Building.

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 9:50pm

Attest:



Tim Loucks, Mayor

Lisa Cortese, Acting City Clerk

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City of Groveland Special Minutes City Council

Tuesday, September 06, 2016

The Groveland City Council met in a special meeting on Tuesday, September 06, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 6:10pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik and Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Commander Scott Penvose. Council Member John Griffin was absent.

AGENDA

1. Approve Ordinance 2016-09-20: Setting the 2016-2017 Millage Rate at 5.6000 per \$1,000 of Valuation of Ad Valorem Taxes

Council Member Mike Radzik moved to approve; seconded by Council Member Dina Sweatt.

The motion was approved with all members present voting aye.

2. Approve Ordinance 2016-09-21: Adopting Annual Operating Budget FY 2016-17

Council Member Mike Radzik moved to approve; seconded by Vice-Mayor Karen

McMican.

Vice-Mayor Karen McMican and Council Member Mike Radzik amended their motion to approve the ordinance adopting the 2016-2017 operating budget removing funding for the Economic Development Manager position and replacing with funding for the Planner I position.

The motion was approved with all members present voting aye.

City Attorney, Anita Geraci-Carver announced that the next budget hearing will be held on Monday September 19th at 6:30pm at the E.L. Puryear building.

PUBLIC COMMENT

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 7:00pm.

GOVE AND	Tim Loucks, Mayor
Attest	Lisa Cortese, Acting City Clerk

City of Groveland

Special Minutes City Council

Friday, September 09, 2016

The Groveland City Council met in a special meeting on Friday, September 09, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 5:02pm with the following members present: Vice Mayor Karen McMican, Council Members Mike Radzik and Dina Sweatt. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones, Acting City Clerk Lisa Cortese, and Sergeant-at-Arms Chief M. Smith Tennyson. Council Member John Griffin arrived at 5:09pm.

AGENDA

1. Discussion and Determination of Continuing or Terminating the City Managers Employment Contract with the City of Groveland

Council Member Dina Sweatt moved to schedule a special meeting to hold a public hearing on the City Manager's employment with the City of Groveland on September 23, 2016 at the E.L. Puryear Building; seconded by Vice Mayor Karen McMican.

Both Vice Mayor Karen McMican and Council Member Dina Sweatt amended their motion to schedule a special meeting to hold a public hearing on the City Manager's employment with the City of Groveland on October 7, 2016 at 4:00pm at the E.L. Puryear Building.

The motion was approved with all members present voting aye.

Council Member Dina Sweatt moved to place City Manager, Redmond Jones on paid administrative leave pending a public hearing and to turn in the city vehicle, city issue cell phone, laptop computer, thumb drive, and keys; seconded by Council Member Mike Radzik.

Mayor Tim Loucks called a ten-minute break at 6:57pm.

Mayor Tim Loucks resumed the special meeting at 7:16pm.

Both Council Members Dina Sweatt and Mike Radzik amended their motion to place City Manager, Redmond Jones on paid administrative leave pending a public hearing and to turn in the city vehicle, city issue cell phone, laptop computer, thumb drive, and keys and allow the City Manager to attend the ICMA conference from September $23^{rd} - 28^{th}$ 2016.

The motion was approved with the vote as follows: Vice Mayor Karen McMican-nay, Council Member Mike Radzik-aye, Council Member Dina Sweatt-aye, Council Member John Griffin-nay and Mayor Tim Loucks-aye.

2. Discussion and if Required, Appointment of an Interim City Manager

Council Member Mike Radzik moved to place Finance Director, Gwen Walker as Interim City Manager in Mr. Jones absence; seconded by Council Member Dina Sweatt.

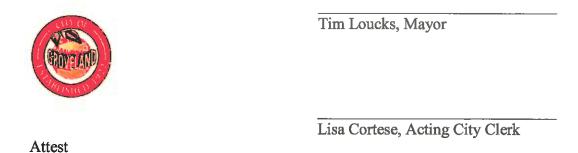
The motion was approved with the vote as follows: Vice Mayor Karen McMican-nay, Council Member Mike Radzik-aye, Council Member Dina Sweatt-aye, Council Member John Griffin-aye and Mayor Tim Loucks-aye.

Council Member John Griffin left the meeting at 9:03pm.

PUBLIC COMMENT

ADJOURNMENT

Mayor Tim Loucks adjourned the meeting at 9:25pm.





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: September 19, 2016

ITEM NUMBER:	1
AGENDA ITEM:	Gaffney Memorial Park Construction Bids
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	James Huish
DATE:	September 12, 2016

BACKGROUND: On September 8, 2016, the Parks and Recreation Division received two bids for the Gaffney Memorial Park Phase I construction project. Bids were received from American Construction & Engineering in the amount of \$344,683.97 and from Dale Beasley Construction in the amount of \$424,083.39. Staff is seeking approval to accept the lowest responsible bid and enter a construction contract with American Construction & Engineering for \$344,683.97. Funding for this project is available in the current budget.

STAFF RECOMMENDATION: Approve low bid and construction contract in the amount of \$344,683.97 with American Construction & Engineering.

COUNCIL ACTION: MOTION BY:	
MOTION BY:	
SECOND BY:	

September 12, 2016

amec foster wheeler

Mr. James Huish Director of Public Services City of Groveland 1198 Sampey Road Groveland, Florida 34736

VIA EMAIL: james.huish@groveland-fl.gov

Re: Gaffney Memorial Park - Phase I

Bid Review

City of Groveland Bid No. 2016-8-01

Amec Foster Wheeler Project No. 600380.4

Mr. Huish:

Amec Foster Wheeler has completed a review of the contractor bids for the Gaffney Memorial Park – Phase I project. The lowest cost bid was in the amount of \$344,680.52, received from American Construction and Engineering (ACE).

ACE's bid was evaluated for completeness. The following should be noted:

- Bid Form
 - Several math errors in the calculation of the line item total bid price were noted.
 Per Article 14.01.C, discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. The actual bid price is \$344,683.97. An annotated bid form is attached for reference.
 - The Bid Form did not include the State Contractor License Number. However, this
 information was found by searching the State of Florida's Business and
 Professional Regulation (BPR) website.
- Non-collusion Affidavit of Subcontractor
 - ACE identified 5 subcontractors on the List of Proposed Subcontractors. However, a Non-collusion Affidavit of Subcontractor was not provided for any of the subcontractors.

ACE listed a total of 4 project references with 4 separate owners. Amec Foster Wheeler contacted each project reference to discuss ACE:

- Project: Waters Edge Lake Wales
 - Reference: Scott Redding, Senior Project Manager, Ruscilli Construction Co.
 - Notes: The phone number provided was no longer in service but we were able to reach Mr. Redding's voicemail on September 9 by calling the main line for Ruscilli Construction Co. As of the date of this letter, a response to our voicemail has not been received.

Amec Foster Wheeler Environment & Infrastructure, Inc. 2000 E. Edgewood Drive, Ste 215 Lakeland, Florida 33803 Tel (863) 667-2345

Fax (863) 667-2662

- Project: Robinson Elementary
 - o Reference: Keith Bachmann, P.E., Robinson Elementary
 - Notes: Mr. Bachmann was contacted on September 9. Mr. Bachmann had no immediate recollection of ACE's involvement on the project.
- Project: Cutthroat Prairie WRP Restoration
 - o Reference: Hilary Swain, Archbold Expeditions
 - Notes: An attempt was made to reach Ms. Swain on September 9 by phone. However, she did not answer and her number does not accept voicemail. An email was sent on September 9 requesting a return phone call. As of the date of this letter, a response has not been received.
- Project: Orange Vista Subdivision Retention Pond Improvements
 - o Reference: Jacqueline Laracuenta, Project Manager, Osceola County
 - Notes: Ms. Laracuenta had very positive remarks regarding her experience with ACE and described them as very good to work with. She said the project was completed on time and the project superintendent, Steve Harrison, was very responsive throughout the project. She explained that the project was located within a residential area and ACE was very good about minimizing impacts to the neighbors. Ms. Laracuenta said that she hopes to work with ACE again in the future.

A review of information available on the State of Florida's BPR website indicates that there have been no complaints against the license number held by ACE (CGC1523620).

It is our opinion that ACE appears to be a qualified Bidder for this project. If the City chooses to move forward with awarding the contract to ACE, the Bidder should be asked to provide the subcontractor non-collusion affidavits.

If you have any questions or concerns, please feel free to contact us.

Thank you,

Mark J. Frederick, P.E., CFM

Mak Full

Project Manager

Attachment

Annotated Bid Form

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Ougnitiv	Bid Unit Pric	e Bid Price	
015526	Traffic Control	LS	1	\$662.15	\$662.15	_
015713	Temporary Erosion & Sediment Control	LS	1	\$4813.75	\$4813.75	7
017113	Mobilization/Demobilization	LS	1	\$4727.76	\$4727.78	\dashv
133400	Fabricated Restroom Building	LS	1	\$111502.5	4 11 11 1	Ed
310000	Earthwork Grading	LS	1	\$21365.62	4 1 1 1 4 4 1 1	_
311100	Clearing & Grubbing	LS	1	\$8982.33	\$8982.33	7
320117	Asphalt Pavement Repair	SY	54	\$52.97	\$2800.29	\$2860
321216	Asphalt Paving	SY	1140	\$20.11	\$22920.24	
321613	Concrete Curbs & Gutters	LF	230	\$21.88	-\$5002.00	\$5032
321623	Sidewalk Concrete, 4" Thick	SY	650	\$69.77	\$45050.70	
321723	Pavement Markings & Signage	LS	1	\$2488.09	\$2487.70	\$2488
323100	Chain Link Fences & Gates	LF	1374	\$22.24	\$30554,82	
323913	Trail Markers	EA	64	\$332.03	\$21250,08	\$2124
323916.12	Waste Receptacle	EA	5	\$1100.70	\$5503.50	32124
323916.13	Dog Waste Stations	EA	2	\$486.51	\$973.02	1
323916.14	Drinking Fountain	EA	3	\$4868.82	\$14606.46	1
323916,15	Bench	EA	20	\$444.57	\$8091.03	\$8891.4
323916.16	Dog Park Signage	LS	1	\$323.11	\$323,08	\$323.11
323916.60	Bike Rack	EA	1	\$1858.78	\$1858,78	1 \$323.11
329223	Seeding & Sodding	LS	1	\$8752.02	00750.05	\$ 8752.0
329300	Landscaping & Irrigation	LS	1	\$3582.80	\$3582.24	\$3582.8
331000	Potable Water Utilities	LS	1	\$10730.49	0100000	\$10730.
333000	Sanitary Sewer Utilities	LS	I	\$6943.79	\$6943.79	with 30.
otal of All id Prices		1		\$194,152.83	****	\$344,68

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guarantees, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions with 120 days after the date when the Contract Times commence to run.

EJCDC C-410 Suggested Bid Form for Construction Contracts
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004113 - 8 of 11



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	September 19, 2016

ITEM NUMBER:	2			
AGENDA ITEM:	Ordinance 2016-09-18: Comprehensive Plan Amendment – Raney Holdings			
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.			
PREPARED BY:	Robby Lewis, Interim City Planner			
DATE:	August 30, 2016			

PROPERTY LOCATION: Independence Boulevard, one-half mile west of SR 19, within the Ford Commerce Park.

BACKGROUND:

The subject property is a vacant lot containing 13.16 +/- acres, which is part of Ford Commerce Park. About half of the lots within the industrial park have been developed with a variety of light industrial uses, mostly manufacturing and distribution centers.

Please see attached Raney Holdings, CPA/Zoning/Site Plan Location Map for the location, surrounding uses and road network in the vicinity of the subject property.

The property was annexed into the City in 2013, but was not given a City Zoning or Future Land Use Map designation at that time. The existing Lake County Zoning for the property is PUD, and its existing Lake County Future Land Use Map (FLUM) designation is Heavy Industrial.

The proposed City FLUM for the property is Industrial, which is roughly equivalent to its Lake County Heavy Industrial FLUM designation, except that Lake County's Heavy Industrial designation allows a higher intensity of development than the City's Industrial designation. The Lake County Heavy Industrial designation allows a floor area ratio (FAR) of 1.0 and an impervious surface area ratio (ISR) of 0.8. The City's Industrial designation allows a floor area ratio (FAR) of 0.7 and an impervious surface area ratio (ISR) of 0.7. Therefore, this proposed comprehensive plan amendment would actually reduce the impact of future development on the subject property.

Given that the subject property is part of the existing Ford Commerce Park which is already partially built out with industrial development, the most appropriate Future Land Use Map designation for the property is Industrial.

Since this is a large scale Comprehensive Plan Amendment (CPA)/ Future Land Use Map Amendment (10 acres or more), it will need to be transmitted to the State of Florida (Department of Economic Opportunity) for review before it can be adopted by the City. This is the first public hearing for Ordinance # 2016-09-18. The first public hearing for the associated zoning ordinance will also be held tonight. After the State of Florida has reviewed the proposed CPA, the second public hearing for both the CPA ordinance and the zoning ordinance will be held to adopt the proposed ordinances.

Approval of this motion will grant approval to transmit this Comprehensive Plan Amendment to the State of Florida for review.

STAFF RECOMMENDATION: Motion to Approve On	rdinance 2016-09-18
REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

ORDINANCE 2016-09-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF GROVELAND'S COMPREHENSIVE PLAN PURSUANT TO 163.3187(1), FLORIDA STATUTES, BY AMENDING THE COMPREHENSIVE LAND-USE PLAN DESIGNATION FROM LAKE COUNTY HEAVY INDUSTRIAL TO CITY OF GROVELAND INDUSTRIAL ON THE FUTURE LAND-USE MAP FOR THE HEREIN DESCRIBED PROPERTY; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, the City of Groveland, Florida adopted Ordinance 92-02-01, adopting the Comprehensive Plan for the City of Groveland which has since been amended, and

WHEREAS, the request for this large scale plan amendment is initiated by the applicant, Raney Holdings, LLC; and

WHEREAS, the owner and applicant desire to use the property for light industrial purposes; and

WHEREAS, the Local Planning Agency of the City of Groveland held a public hearing on this ordinance which was advertised in accordance with law, and

WHEREAS, the City Council of the City of Groveland public hearing has been advertised as required by law for two public hearings with the first public hearing occurring at least 7 days after the first advertisement was published and the second public hearing for adoption of this ordinance occurring at least 5 days after the day of the second advertisement; and

WHEREAS, the City Council of the City of Groveland hereby finds and determines that the plan amendment is internally consistent with the City's Comprehensive Plan; and

WHEREAS, it is in the best interests of the City of Groveland to amend the Comprehensive Plan for the City of Groveland as set forth herein.

WHEREAS, the City of Groveland desires to amend the Comprehensive Plan for the City of Groveland as set forth below.

Now, therefore, it be ordained by the City Council of the City of Groveland, Florida:

Section 1. Legislative Findings.

The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

Section 2. Comprehensive Plan Amendment

- A. The Property is legally described as Lot 27, LAKE COUNTY CENTRAL PARK PHASE 2, according to the map or plat thereof as recorded in Plat Book 40, Page(s) 84-87, Public Records of Lake County, Florida, consisting of 13.16 +/- acres, and is depicted in **Exhibit A** attached hereto and incorporated herein.
- B. That portion of the Future Land Use Element referenced as the Future Land Use Map of the City of Groveland Comprehensive Plan is hereby amended by changing the designation of the Property, on the City of Groveland Future Land Use Map from Lake County Heavy Industrial and designating the Property on the Future Land Use Map to:

INDUSTRIAL: 13.16 +/- acres more particularly described as The Property.

Section 3. Severability

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

Section 4. Direction to the City Manager.

The City Manager is hereby authorized to amend the comprehensive plan and future land-use map as indicated herein.

Section 5. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Transmittal

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity and the East Central Florida Regional Planning Council, the water management district, the Department of Environmental Protection, the Department of State, the Department of Transportation, Lake County, and any other unit of local government or governmental agency in the State of Florida that has filed a written request with the Clerk of the City of Groveland, Florida.

Section 7. Effective Date

This ordinance shall become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

Zame County, 1 Iorida, uns	day of	, 2016.	
HONORABLE TIM LOU City of Groveland, Florida			
Attest:			
Acting City Clerk/City Cle	erk		
CITY OF			
CROVELAND			
JB1			
BUSINO			
Approved as to form and le	egality:		
Approved as to form and le	egality:		
Approved as to form and le			
Anita Geraci-Carver, City	Attorney		
	Attorney		
Anita Geraci-Carver, City A First Reading Second Reading	Attorney		
Anita Geraci-Carver, City A First Reading Second Reading Council Member	Attorney moved the passa	ge and adoption of the a	bove and foregoin
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EXHIBIT "A"



Alternate Key: Parcel Number: 3781708

20-21-25-120600002700



MEETING DATE: September 19, 2016

REQUEST FOR CITY COUNCIL CONSIDERATION

MADE THIS DATE.	September 19, 2010
ITEM NUMBER:	3
AGENDA ITEM:	Ordinance 2016-09-19 - Rezoning to PUD - Industrial, Raney Holdings
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Robby Lewis, Interim City Planner
DATE:	September 14, 2016

PROPERTY LOCATION: Independence Boulevard, one-half mile west of SR 19, within the Ford Commerce Park.

BACKGROUND:

The subject property is a vacant lot containing 13.16 +/- acres, which is part of Ford Commerce Park. About half of the lots within the industrial park have been developed with a variety of light industrial uses, mostly manufacturing and distribution centers.

Please see attached Raney Holdings, CPA/Zoning/Site Plan Location Map for the location, surrounding uses and road network in the vicinity of the subject property.

The property was annexed into the City in 2013, but was not given a City Zoning or Future Land Use Map designation at that time. The existing Lake County Zoning for the property is PUD, and its existing Lake County Future Land Use Map (FLUM) designation is Heavy Industrial.

The proposed City zoning for the property is PUD - Industrial. The existing Lake County PUD zoning designation permits a variety of industrial uses, as reflected in the manufacturing and distribution centers currently located in the Ford Commerce Center. Concurrently with this rezoning application, the City is also reviewing a Comprehensive Plan amendment (CPA) that would give the subject property an Industrial Future Land Use Map (FLUM) designation. The proposed PUD - Industrial zoning is consistent with the Industrial FLUM designation being considered for the subject property.

This ordinance also provides certain development standards for the subject property that are more lenient than the City's usual standards. These standards address primarily architectural and landscaping issues. These more lenient standards will allow the property to be developed in a manner that is consistent and compatible with the surrounding existing uses.

"The city with a future, watch us grow!"

Given that the subject property is part of the existing Ford Commerce Park which is already partially built out with industrial development, the proposed PUD - Industrial zoning designation is appropriate for the subject property.

The Comprehensive Plan Amendment (CPA) / Future Land Use Map Amendment that is associated with this proposed rezoning will need to be transmitted to the State of Florida (Department of Economic Opportunity) for review before it can be adopted by the City. The first public hearing for both the CPA ordinance and this zoning ordinance are being held tonight. After the State of Florida has reviewed the proposed CPA, the second public hearings for both the CPA ordinance and this zoning ordinance will be held to adopt the proposed ordinances.

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

ORDINANCE 2016-09-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, TO CHANGE THE ZONING FROM COUNTY INDUSTRIAL INDUSTRIAL PLANNED TO DEVELOPMENT FOR THE HEREIN DESCRIBED PROPERTY OWNED BY HOLDINGS, LLC AND LOCATED ON **INDEPENDENCE** BOULEVARD IN THE FORD COMMERCE PARK DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAPS AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY: REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property owned by Raney Holdings, LLC consists of 13.16 +/-acres located on Independence Boulevard in the City of Groveland and within the Ford Commerce Park and more particularly described herein (the "Property"); and

WHEREAS, the Property has a zoning of Lake County PUD and seeks a compatible zoning designation in the City of Groveland; and

WHEREAS, the property has a City future land use designation of Industrial as shown on the City of Groveland Comprehensive Plan Future Land Use Map; and

WHEREAS, the proposed zoning, PUD – Industrial, is consistent with the future land use designation; and

WHEREAS, the City of Groveland has advertised as required by law for two public hearings no less than 10 days prior to Council's adoption of this ordinance and property owners within 150 feet of the subject site were timely provided written notice delivered by U.S. Mail, Return Receipt Requested; and

WHEREAS, the LPA has recommended approval of this ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Groveland, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Groveland, Florida, shall hereafter be designated as PUD – Industrial as defined in the Groveland Land Development Regulations.

LEGAL DESCRIPTION:

Lot 27, LAKE COUNTY CENTRAL PARK PHASE 2, according to the map or plat thereof as recorded in Plat Book 40, Page(s) 84-87, Public

Records of Lake County, Florida, consisting of 13.16 +/- acres, and is depicted in **Exhibit A** attached hereto and incorporated herein.

Section 2: Zoning Classification.

That the property being so designated as PUD – INDUSTRIAL is subject to the following terms and conditions:

General

Development of this Project shall be governed by the contents of this document, the City of Groveland Land Development Regulations, the City of Groveland Code of Ordinances and all other applicable rules, regulations and ordinances of the City except where the provisions of this Ordinance are in conflict and then the provisions of this Ordinance shall take precedence.

Unless otherwise noted, the definition of all terms shall be the same as the definitions set forth in the City of Groveland Land Development Regulations.

Purpose

The purpose of this PUD is to:

- 1. Create an attractive and high quality environment which is compatible with the scale and character of the local environment;
- 2. Protect and enhance the environment, and promote sustainable development principles;
- 3. Develop industrial areas that are safe, comfortable and attractive to pedestrians; and
- 4. Provide a network of open space provision.

Land Uses

The Concept Plan for the Project is attached hereto and incorporated herein as **Exhibit B** and is an integral part of this PUD zoning. Elements within the development are to include industrial and open space. The approximate acreage devoted to Industrial land use shall be as follows:

Industrial:

13.16 +/- acres

Permitted Uses as found under the M-1 zoning designation, including warehouse and distribution facilities; and outdoor storage shall be permitted. Other similar no more intensive uses will be allowed at the discretion of the City Manager or designee. All other industrial uses are prohibited.

Industrial and/or warehouse development will not exceed the permitted densities allowed by the future land use.

In addition to the uses set forth above, the Project will also include stormwater management facilities. In addition to the general requirements of the future land uses, the site will be subject to the following standards:

- The minimum allocation of open space shall be pursuant to the Industrial Future Land Use as provided in the Comprehensive Plan of the City of Groveland:
- The open space shall include, but not be limited to, project buffer areas, drainage areas, retention areas, and landscaped areas.
- Open space uses shall occupy a minimum of 25% of the site.
- Maximum impervious surface is limited to 50% of the site.

Standards for Industrial

The following setbacks shall be applied to Industrial:

Front: minimum 50 feet
Rear: minimum 50 feet
Street side: minimum 50 feet
minimum 50 feet
minimum 50 feet

Phasing

The Project may be constructed in phases. Each phase shall be developed in conformance with this ordinance, the Concept Plan and the Future Land Uses(s) for the Project. No individual phase may exceed the densities or intensities projected in the Concept Plan which is attached hereto as **Exhibit B**.

Architectural Standards

- A. The first phase of development shall include two buildings, a 36,000 square foot building (Building A) and a 7,500 square foot building (Building B), and may be constructed as pre-engineered metal buildings, as long as they are constructed no less than 500 feet from the Independence Boulevard road right-of-way. Building A and Building B will not have to meet the Architectural Standards as described in Sections 137-21 through 137-51 and Sections 137-50 through 137-115 of the Groveland City Code, as long as all the landscaping requirements described in this Ordinance are met.
- B. The concessions provided in Paragraph A above shall only apply to Buildings A and B if they are constructed within 6 months of the adoption of this PUD Ordinance. If they are not constructed within 6 months of adoption of this PUD Ordinance, then they must meet all then current Architectural Standards of the Groveland City Code.
- C. Any additional buildings that are constructed within this PUD in future phases, beyond the two buildings described in Paragraph A, must meet all of the Architectural Standards as described in Sections 133-99 and 137-21 through 137-51 and Sections 137-50 through 137-115 of the Groveland City Code, as if the Zoning of the subject property had an M-1 Zoning designation.
- D. The height of buildings shall not exceed 50 feet.

Parking Requirements

- A. Minimum parking requirements shall be 0.4 spaces per 1,000 gross square feet of building space.
- B. All parking spaces provided for employees and visitors shall be paved and have appropriate striping, and shall not contain more than 10 contiguous parking spaces in each bay of parking spaces. A landscape island with a minimum pervious area of 300 square feet and a minimum width of 12 feet, shall be provided at the ends of each parking bay and between each bay of parking spaces. Each of these landscape islands shall contain at least one canopy tree, or two ornamental trees.
- C. All roadways, parking and vehicle use areas within the Property shall have curbs, wheel stops, bollards, or other control measures to prevent encroachment or damage to trees and other vegetation.
- D. The southernmost one-third of the Property may be used for truck parking only if the following additional standards are met: (a) No truck parking, or storage of materials shall be allowed within 50 feet of the Independence Boulevard road right-of-way; (b) Additional canopy trees must be provided in a row roughly 40 feet from the road right-of-way line, at a rate of one canopy tree for every 50 feet of linear footage along the front of the property; and (c) The surface of the entire area that is used for truck parking must be stabilized so as to prevent erosion.

Potable Water and Wastewater

The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any Certificate of Occupancy being issued for any structure (except temporary construction uses) on the Project. Expansion of the City Potable Water and Sanitary Sewer systems, if any, shall be negotiated by separate Utility Agreement between the City and the Owner/Developer.

Water, wastewater, and reuse infrastructure to the meter, including lift/pump stations, if any, shall be dedicated to and transferred to the City upon City's acceptance via bill of sale.

Solid Waste

Solid Waste collection shall be pursuant to City regulations, as amended.

Drainage

The maintenance of the drainage system shall be the responsibility of the owner of the Property.

<u>Sidewalks</u>

Sidewalks will be provided as shown on the approved concept plan.

Landscaping Requirements

A. A 20-foot wide landscape buffer shall be required along the entire frontage of the property along the Independence Boulevard road right-of-way. For every 100 feet

of frontage in this buffer, the following landscaping shall be provided: three canopy trees, two ornamental trees, and a two-foot high hedge. The width of any driveways shall not be counted when calculating this requirement. A 6-foot tall chain link fence may be constructed along the Independence Boulevard road right-of-way, to be located within this landscape buffer. However, within this landscape buffer, 75 percent of the required landscape buffer, including the required two-foot high hedge, shall be located on the right-of-way side of the fence.

- B. A 15-foot deep landscape buffer shall be required along the entire western, northern and eastern boundaries of the Property. One canopy tree shall be provided roughly every 75 linear feet along each of these property boundaries. Any existing trees that are preserved may be used to help meet this requirement. A 6-foot tall chain link fence may be constructed within the landscape buffer along the western, northern and eastern boundaries of the property.
- C. Canopy trees shall be planted every 75 feet around the entire perimeter of the parking lot and all vehicular use areas. These canopy trees should be placed within 8 and 30 feet of the edge of pavement.
- D. A total of 10 trees shall be provided and spaced evenly around the perimeter of the storm water retention area.
- E. Three understory trees and a 3-foot tall hedge shall be provided along the southern edge of the dumpster pad area.
- F. A grass area at least 20 feet wide shall be provided between parking spaces and the area to be covered with gravel, that is shown to be used for truck parking and storage of materials.
- G. The total number of trees provided in the landscape plan (which can include existing trees that are to be preserved), shall average at least ten canopy trees per acre for pervious areas on the site.
- H. All landscaping provided within this PUD shall comply with the standards described in Sections 133-36 through 133-39 of the Groveland City Code.

Lighting

Street lighting shall be installed by the Owner/Developer. All lighting shall be directional, shielded lighting designed to minimize light pollution.

Utilities

All utilities shall be underground.

Signage

All signage on the Property shall comply with the City Land Development Regulations.

Impact Fees

The Owner/Developer acknowledges that the City of Groveland has impact fees for water, wastewater, fire, police, and administration and that the Project shall be subject to such impact fees, as well as any future impact fees adopted by the City of Groveland which are in effect at the time a building permit is obtained.

Amendments

Any substantial deviation from the PUD Concept Plan, or deviation from the terms of this Ordinance, shall be approved by the City Council in accordance with the legal procedures to amend zoning ordinances.

Expiration of PUD and Construction Plans

Actual construction consistent with this PUD — INDUSTRIAL approvals (including construction plan approval) must begin within the Property within 3 years of the Effective Date of this ordinance without a lapse of construction. If actual construction fails to begin as required herein or construction commences but lapses for a period of 8 consecutive months or longer, or for a period of 12 non-consecutive months collectively within a period of 18 months, this PUD and any approvals including construction plans shall be considered expired and of no further force or effect. Any vesting which may be claimed thereby shall be void. The applicant may request the City for a 12-month extension prior to expiration.

Section 3: Consistent with Comprehensive Plan.

That the zoning classification is consistent with the Comprehensive Plan of the City of Groveland, Florida.

Section 4: Official Zoning Map.

That the City Manager, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Groveland, Florida, to include said designation.

Section 5: Severability.

That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflict.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council.

PASSED AND ORDAIN Groveland, Lake County, I	NED in regular Florida, this	session day of _	of the	City Council, 2016.	of the	City	of
HONORABLE TIM LOU- City of Groveland Florida	CKS, MAYOR						
ATTEST:							
City Clerk/Acting City Cle	rk						
GROVELAND							
Approved as to Form:							
Anita Geraci-Carver							
City Attorney							
Passed First Reading							
Passed Second Reading							
Council Month on	1	.1	1	1 0			
Council Member foregoing Ordinance. Moti	IIIOVEU	tne passag	ge and a	doption of the	above a	nd	
and upon roll call on the mo	otion the vote w	as as follo)WS:	<u> </u>			
	YEA			NAY			
John Griffin							
Tim Loucks							
Karen McMican			_				_]
Mike Radzik		<u> </u>					
Dina Sweatt							- 1



City of Groveland Planning and Zoning Application

The applicant shall be responsible for any advertising fees and all required recording fees assessed by the Lake County Clerk of Court. Invoice will be mailed, payment due on receipt.

Date:		Application #
Applicant Name: Address:	Wagner Construction Co., LLC 1812 Greenleaf Lane, Suite 2 Leasburg, FL 34748	Applicant Phone#_352-728-2221 Applicant Fax #_352-728-6670 Email Address: bsmith@wagner-florida.co
Applicant is: () Go Owners Name: Address:	Ranev Holdings 19900 Independence Blvd.	Owner's Phone # 407-466-6284 Owner's Fax #
Application Type:		Email Address: braney@rcishell.com
() Annexation () Lot Split () Site Plan Approva () Concurrency Revi () Special Exception () Road/Basement V () DRI Development () Other:	() Lot Line Deviation () Preliminary Plat ew () Construction Plan Review Use () Conditional Use Permit acation () Final Plat () Proportionate Fair Share	() Residential Design Review () Planned Unit Development
Reason for Request:		
Project Title (Site Plan Property Address: Loi Alternate Key #s: 37	27, Independence Blvd.	Raney Lot 27 Property Sizo: 13.16 acres
Property Tax I.D. 4s	Parcel ID 20-21-5-120600002780	



City of Groveland Planning and Zoning Application

Proposed Use of Property: existing	acilities service bu ng business in Gro	ilding and light veland, FL	industrial buildin	g to operate and expand		
Existing Zoning: "PUD" with "LM"	use	Existing Land Use: Vacant				
Would like to change Zoning to:			A SPORT			
Would like to change Land Use i		Center				
Current number of structures on t						
What utilities currently exist on fl () Water () Reclaim Water	13 site? () Sewer	() Well	() Septic	()None		
What utilities are proposed to be a (a) Water () Reclaim Water	ised? (x) Sewer			.,		
Have any previous applications be	en filed within t	ne last year in	connection will	h this property?		
If yes, please describe:						

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INSTRUMENT#: 2016056642 OR BK 4767 PG 1440 PAGES: 3 6/2/2016 9:57:41 AM

NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT

REC FEES: \$27.00 DEED DOC:\$5075.00

Prepared by and return to: Bayshore Title Insurance Agency. 3431 Henderson Boulevard, Tampa, Florida 33609

File Number, 1510047

Parcel ID Number: 20.21.25.120600002700

Consideration: \$725,000.00 Doc Stumps: \$5,075.00

General Warranty Deed

Made this 3150 day of May, 2016, by CB Group LLC, a Florida limited liability company, whose post office address is 301 W. Platt Street, \$144, Tampa, FL 33606, hereinafter referred to as "Grantor", to Rancy Holdings, LLC, a Florida limited liability company, whose post office address is 7290 Hacienda Trail, Polk City, FL 33868, hereinafter referred to as "Grantee".

(Whenever used here at the term "grantes" and "grantes" include all the parties to this lexicument and the being legal representances and analysis of ladivishably, and the best specified and analysis of corporations:

Wienesseth, that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantes, all that certain land simate in Lake County, Florida, viz:

Lot 27, LAKE COUNTY CENTRAL PARK PHASE 2, according to the Plat thereof as recorded in Plat Book 40, Pages 84 through 87 (inclusive), of the Public Records of Lake County, Florida,

Subject to covenants, restrictions, essements and reservations of record, if any, and taxes accruing subsequent to December 31, 2015.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise apportaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year fin above written.
CB Group LLC, a Florida limited liability company BY: Brennan Smith, Manager
Signed, sexted and delivered in our presence: Charle & Lary Wanters Name Printed, Carol C. Embry Wanters Name Printed, Susan Sando
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
I, the undersigned authority, a Notary Public of the County and State first above written, do hereby certify that Brennan Smith, as Manager of CP Group LLC, a Florida limited liability company, on behalf of the company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Personally known to me Produced drivers license as identification.
Witness my hand and official scal, this the ZD* day of May, 2016.
Caral C. Celey Notary Public
My Cummission Expires: (SEAL)

In Witness Whereof, the said Grantur has signed and scaled these presents the day and year first

above written. CB Group LLC, a Florida limited liability company Steve Cornier, Manager Signed, scaled and delivered in our presence: Leather Hell Witness Name Printed: PATELLIA S DICHES STATE OF FLORIDA COUNTY OF HILLSBOROUGH COLLIER I, the undersigned authority, a Notary Public of the County and State first shove written, do hereby certify that Steve Cormier, as Manager of CB Group LLC, a Florida limited liability company, on behalf of the company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Personally known to me Produced _____ as identification. Witness my hand and official scal, this the 13 day of May, 2016. Notary Public LOURT E. MOHPLET My Commission Expires: コルジモ ちょこの ち

(SEAL)

NAME HT E METHORY ncy Public - State of Florata

Beled Language W

PROPERTY RECORD CARD

General Information

RANEY HOLDINGS Alternate Key: **Owner Name:** 3781708 LLC Mailing 7290 HACIENDA Parcel Number: 20-21-25-120600002700 Address; TRL Millage Group and POLK CITY, FL 00GR (GROVELAND) City: 33868 Total Millage Rate: 20.43600 Undete Mailing Address Trach/Recycling My Public Services Map to

/Water/info:

Property INDEPENDENCE Location: BLVD

GROVELAND FL

34736

Undate Property Location to

School Locator:

Property Name:

School and Bus Map U

Submit Property Name 41

GROVELAND, LAKE COUNTY CENTRAL PARK PHASE 2 SUB

Property LOT 27 PB 40! Description: PGS 84-87 ORB 3037 PG 442 |

Land Data

Lin	e Land Use	Frontag	e Depth Nato	No. Unite	Type Class Value	Land Value
1	VACANT INDUSTRIAL (4000)	Q	0	13.16	AC \$0.00	\$329,000,00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Şais Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
11.00		-	Qualified	Vacant	\$459,900.00
3037 / 442	12/13/2005	Warranty Deed	Qualified	Vecant	\$650,000.00
4787 / 1440	5/31/2016	Warranty Deed	Qualified	Vacant	\$725,000.00

Click here to search for mertuenes, liens, and other lenet documents.

Values and Estimated Ad Valorem Taxes

Tax Authority	Muricet Value	Ansessed Value	Taxable Value	Milinga	Estimated Taxos
LAKE COUNTY BCC GENERAL FUND	\$329,000	\$329,000	\$329,000	5.30510	\$1,745.3B
LAKE COUNTY MSTU AMBULANCE	\$329,000	\$329,000	\$329,000	0.46280	\$152.29
SCHOOL BOARD STATE	\$329,000	\$329,000	\$329,000	5.89700	\$1,874,31
SCHOOL BOARD LOCAL	\$329,000	\$329,000	\$329,000	1.50000	\$493.50
CITY OF GROVELAND	\$329,000	\$329,000	\$329,000	5,99000	\$1.970.71
ST JOHNS RIVER FL WATER MGMT DIST	\$329,000	\$329,000	\$329,000	0.30230	\$99.46
LAKE COUNTY VOTED DEST SERVICE	\$329,000	\$329,000	\$329,000	0.16000	\$52.64
LAKE COUNTY WATER AUTHORITY	\$329,000	\$329,000	\$329,000	0.25540	\$64.03
SOUTH LAKE HOSPITAL DIST	\$329,000	\$329,000	\$329,000	0.76330	\$251.13
-				Total; 20.436	Total: \$6,723.45

Exemptions Information

This property is benefitting from the following exemptions with a sheckmark $\sqrt{}$

First Homestead Exemption (up to \$25,000) Learn More View the Law Additional Homestead Exemption (up to an additional \$25,000) Laurn More Year the Land Limited income Senior Examption (applied to county millage - up to Loan More View the Law Limited Income Senior Exemption (applied to city millage - up to Laure More Year the Law Limited Income Senior 25 Year Residency (county mile ge unity-examption emount varies) Learn More Year the Law Widow / Widower Exemption (up to \$500) Luam Main Your Do Last Blind Exemption (up to \$500) Lours Man Mour tha Law; Disability Exemption (up to \$500) Leam Many More than Lane Total Disability Exemption (emount varies) Learn More View the Land Veteran's Disability Examption (\$5000) Learn More Year the Laur Veteran's Total Disability Examption (amount varies) Lours More Years The Law Veteran's Combat Related Disability Exemption (emount varies) Louis More View the Law Deployed Servicemember Exemption (amount varies) Louis Man You the Law Surviving Spouse of First Responder Exemption (amount varies) Laura More View the Law Conservation Exemption (amount varios) Leam More View the Law Tangible Personal Property Examption (up to \$25,000) Laste More View the Law Religious, Cheritable, Institutional, and Organizational Exemptions (amount varies) Learn More Year the Law Government Exemption (amount varies) Laste More View the Low

Exemption Savings

The exemptions marked with a $\sqrt{\ }$ above are providing a tax dollar savings of: \$0.00

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark \checkmark

Save Our Homes Assessment Limitation (3% easesed value cap)
Save Our Homes Assessment Transfer (Portability)

Non-Homesiaad Assessment Limitation (10% easessed value cap)
Conservation Classification Assessment Limitation

Agricultural Classification

(sam Non-West in Law
Agricultural Classification

(sam Non-West in Law

Assessment Reduction Savings

The assessment reductions marked with a $\sqrt{}$ above are providing a tax dollar savings of: \$0.00

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Property data list updated on 5 July 2016.



GROVELAND, FLORIDA DEPARTMENT OF COMMUNITY DEVELOPMENT

CONCURRENCY APPLICATION (INSTRUCTIONS ATTACHED)

		Application Received/_/_
1.	Name: Wagner Construction Co., LLC	
	Owner:Agent: _x Other:	
	Mailing Address: 1812 Greenleaf Lane, Suite 2	<u> </u>
	Leesburg, FL 34748	
	Telephone: _(352)728-2221	
2.	Land Use: Employment Center	
3.	Description of Project: New facilities service building light industrial building; two buildings - approx 30,000 s	iing and si and 7,500 si
4.	Alternate Key Number: 3781708 (From Tax Bill or Property Record Card)	
5.	Parcel Number: 2-21-5-120600002700 (From Tax Bill or Property Record Card)	
6.	TYPE OF DEVELOPMENT:	
	X Site Plan Developm Subdivision Plat Minor Su Other:	ment of Regional Impact abdivision
7.	Proposed Specific Use: Construction Service Bui	ildings
8.	Project Address: Christopher C Ford Business Park,	L Lot 27, Independence Blvd., Groveland Ft. 34736
9.	PROJECT SIZE AND PHASES	
		3 4
	L ISLA O I DI MA DE S	•
	a Lack C O in Dhana Olda 187- \	
	d Total Acresce	to displication transmission
	e. Dwelling Units (#/type)	
	f. Other Land Use Square Feet: (see attached list	ist for category/unit)
	I. Industrial 32,500 sf	

3. 4 5. Date: 6-30-1a
COUNTY OF LAKE
The foregoing instrument has been acknowledged before me this 20 Pag of Trace 20 y by 62 50 Acknowledger who is personally known to me or who has produced as identification and who did or did not take an eath. Signature of Acknowledger Reped or Printed Tana Color little Commission Number 5587679 My Commission Expires 4-22-17
Stamp (seal)
TARA COLE MY COMMISSION # EE8/8778 EXPIRES April 27 2017 (407) EMTES Condensum/Service 27

REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: September 19, 2016

ITEM NUMBER: 4

AGENDA ITEM: Resolution 2016-09-27: Taco Bell Landscape Waivers

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy,

neighborhoods, including partnering with the school district.

PREPARED BY: Robby Lewis, Interim City Planner

DATE: September 1, 2016

BACKGROUND: Peter M. Maastricht, P.E., petitioner, has filed an application on behalf of the property owner, Groveland Shoppes, LLC. The petitioner has requested two variances from the Land Development Code. First, the applicant has requested a reduction in the side buffer requirement from 15 feet to 7.5 feet. In addition, the applicant is requesting a variance from the requirement for a 6-foot-high wall in a Type C buffer along State Road 50. The applicant has completed the Planning and Zoning application as well as the Variance application which includes the required documentation and reasons that serve to support the requested variances (attached). The Alternate Key number used to identify this parcel by the Lake County Property Appraiser's office is 3875700 (Lot 1 of the Groveland Shoppes subdivision).

The subject property is located on the northeast corner of State Road 50 (Broad Street) and Eagles Crossing Road (near the County Road 565 Realignment). Lot 1 and the adjacent parcels are zoned C-1 (Commercial) and have a Future Land Use Designation of Office/Commercial (COM). Groveland Shoppes, LLC was platted and constructed in 2009. Current and pending development in the surrounding areas includes a Walgreen's, Dollar Store, Hess, Dunkin Donuts, Burger King, Publix, and the Dialysis Center at Groveland Shoppes. Vacant Commercial property is located to the north, west, east, south, and southwest. Hidden Lakes Estates (R-3) is located further to the northwest across Eagles Crossing Road and Groveland Estates (unincorporated residential) is southeast. Staff conducted a field review of adjacent properties in the Groveland Shoppes Commercial Subdivision and the field photographs are attached as **Exhibit G.**

As provided for in the City's Landscaping Code, Sec. 133-6 "Council may waive or reduce a portion of the required landscaping and/or buffering requirements <u>under any one</u> of the following conditions:

- (1) The strict application of one or several of these requirements would create a nonconforming use.
- (2) When, because of the particular physical surroundings, shape or topographical condition of a property, strict compliance would cause an unreasonable hardship on the property.

The applicant intends to split Lot 1 (2.46 +/- acres) of Groveland Shoppes (platted in 2009) into two parcels as illustrated in **Exhibits A, B and F**. The two resulting Lots would be designated as Lot 1A (0.98 acres, east portion) and Lot 1B (1.30 acres, west portion). The proposed use of the site will be a Taco Bell restaurant on Lot 1A and, for now, Lot 1B would remain as a vacant commercial lot, with 0.88 acre of buildable land. The remainder of Lot 1B (0.42 acre) contains an existing retention pond that serves both Lots 1Å and 1B. The surrounding zoning is depicted on an aerial photo provided by the applicant as **Exhibit E**. As shown in **Exhibit A, B and F**, the proposed site design reflects the Taco Bell building with a drive-through window, parking, landscaping, and vehicle circulation areas for the resulting Lots 1A (Taco Bell site) and Lot 1B (vacant commercial).

Exhibit A shows the size of the two lots and the landscape buffers with the requested buffer variances, while **Exhibit B** shows the size of the two lots and the landscape buffers without the requested variances. **Exhibit C** is from the 2007 Outparcel Infrastructure Construction Plans and shows how it was anticipated that the subdivision would be developed at that time, before it was platted in 2009.

The Land Development Code requires that a Type A Landscape Buffer be provided along ide property lines, which would be 15 feet wide on each side of the property line. The applicant is requesting a variance to allow a landscape buffer 7.5 feet wide alongside property lines for both Lots 1A and 1B. The applicant has stated that they would provide all of the plant materials required in between the two lots, as shown in **Exhibit F**, except that there would be a 7.5 feet wide buffer on each side of the line, rather than 15 feet wide on each side of the line.

In addition to the side landscape buffers, the Land Development Code requires a Type C Landscape Buffer along State Road 50, with a 6-foot wall. The applicant is requesting a variance from the requirement to provide a 6-foot wall within that buffer. The applicant has stated that they would provide all of the plant materials required for the Type C buffer along State Road 50, as shown in **Exhibit F**.

The subject property is located along State Road 50 and is elevated approximately six feet (6') above the roadway in a segment where the roadway is descending from east to west. Commercial development and tax base enhancement are identified as key objectives in the Groveland Comprehensive Plan. Market value of commercial parcels is impacted by visibility. Safe merging, turning, and entry to commercial uses is essential along State Road 50 where approximately 30,000 cars per day pass by the site at 40 miles per hour. Clear visibility from the roadway enhances the safe operations of vehicles seeking to visit commercial sites. These special conditions and circumstances exist that are peculiar to subject property involved.

The field review indicates that the adjacent properties do not include a fifteen-foot buffer nor do they include a six-foot wall along State Road 50.

The attached Exhibits illustrate the existing conditions and proposed development scenario before and after the granting of the waivers, if approved by the Local Planning Agency and City Council.

STAFF RECOMMENDATION: Motion to Approve Resolution 2016-09-27 granting the following waivers (1) reduce the side buffer requirements to 7.5 feet for proposed Lot 1A and Lot B; and (2) eliminate the required 6-foot high wall in the Type C Buffer

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

RESOLUTION 2016-09-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, IN ACCORDANCE WITH SEC. 133-6 OF THE CITY OF GROVELAND'S LANDSCAPE CODE GRANTING WAIVERS FROM THE CODE TO ALLOW A REDUCED SIDE LANDSCAPE BUFFER AND ELIMINATE THE REQUIREMENT FOR A 6 FEET WALL ALONG STATE ROAD 50; PROVIDING FOR CONDITIONS; PROVIDING FOR AN EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Peter M. Maastricht, P.E., as applicant on behalf of the owner, Groveland Shoppes, LLC, has petitioned for waivers from the Landscape Code set forth in Chapter 133 of the Land Development Regulations, for property generally located at the northwest corner of the intersection of State Road 50 and CR 565A; and

WHEREAS, the subject property consists of 2.46 +/- acres and is further described in the legal description in Section 1 below; and

WHEREAS, the property is located within the Office/Commercial future land use category; and

WHEREAS, the property is located within the C-1 Commercial zoning district; and

WHEREAS, the Applicant desires to vary from the requirement for a 6-foot high wall in a Type C buffer along SR 50, and further a reduction of the side buffer requirement from 15 feet to 7.5 feet.

WHEREAS, this Resolution was properly advertised once in a newspaper of general circulation in Lake County, Florida no less than 10 days prior to Council's consideration of this Resolution and property owners within 150 feet of the subject site were timely provided written notice delivered by U.S. Mail, Return Receipt Requested; and

WHEREAS, the City Council has considered the petition in accordance with standards for granting waivers contained in Section 133-6 of the City's Landscaping Code and finds there is competent, substantial evidence to support the requested waiver;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA as follows:

Section 1.

The applicant on behalf of the owner filed for two waivers from Section 133-6 of the City of Groveland's Land Development Regulations, for property generally located on the northwest corner of the intersection of State Road 50 and CR 565A in the City of Groveland, Florida, more particularly described below is **GRANTED** as follows and subject to conditions set forth below:

LEGAL DESCRIPTION:

Lot 1, GROVELAND SHOPPES, Plat Book 63 Pages 99-100, public records of Lake County, Florida.

Conditions:

- A. All the requirements for a Type C buffer shall be installed, with only the exception of 6' wall along the SR 50 frontage.
- B. The reduced side buffer requirements will only apply if Lot 1 is split to create Lot 1A and Lot 1B as is depicted in **Exhibit A** submitted by the applicant. In the event Lot 1 is not split, the 15' side buffer requirement shall apply.
- C. These waivers are subject to City Council approval of a Site Plan for one of the two proposed lots created by a split of the Property which meet the conditions of this resolution.

Section 2. Expiration/Revocation.

Such waivers shall expire one (1) year from the effective date of this Resolution if construction plans for a building on one or both proposed lots, based on the waivers granted, has/have not been submitted and received City approval within 1 year from the effective date of this Resolution, unless otherwise extended by the City Council.

These waivers may also be revoked if the above conditions are not followed by the property owner.

Section 3.

City Clerk/Acting City Clerk

This resolution	shall	be	effective	immediately	upon	approval	of	a	Site	Plan	reference
above in Section	ı 1.			•	•	11					1010101000

PASSED and ADOPTED at a regular meeting Groveland, Lake County, Florida this2016.	of the day of	Council	of	the	City	of
TIM LOUCKS, MAYOR City of Groveland, Florida						
ATTEST:						



Tim Loucks
Karen McMican
Mike Radzik
Dina Sweatt

Anita Geraci-Carver City Attorney Passed First Reading Council Member ______ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member and upon roll call on the motion the vote was as follows: YEA NAY John Griffin



City of Groveland Planning and Zoning Application

The applicant shall be responsible for any advertising fees and all required recording fees assessed by the Lake County Clerk of Court. Invoice will be mailed, payment due on receipt.

Date:	Application #
Applicant Name: Maastricht Engineering, Inc. Address: 7370 College Parkway, Suite 211 Fort Myers, FL 33907 Applicant is: () Owner (x) Agent () Purchases Owners Name: Groveland Shoppes, LLC	Applicant Fax# N/A Email Address: petem@maastricht-eng.com
A 1 -	Owner's Phone # 407-352-5858
555 6. KIRAIDAN ROBU, SURE 201	Owner's Fax # 407-352-5843
Orlando, FL 32819	Email Address: dseligs@boyddev.com
() Special Exception Use () Conditional Use Permit () Road/Easement Vacation () Final Plat () DRI Development () Proportionate Fair Share () Other:	() Comprehensive Plan Amendment () Variance-Residential (x) Variance-Commercial/Industrial v() Re-Review () Residential Design Review () Planned Unit Development () DRI Regional Development
Reason for Request: Request for variance from the landscapin	g code for a reduction in the side buffer requirement
from 15 ft. to 7.5 ft. and the requirement for a 6' high wall on SP	1 50,
Project Title (Site Plans, future/existing subdivisions only):	Groveland Taco Bell
Property Address: Gmveland Shoppes, Lot 1 Alternate Key #s: 3875700	Property Size: 2.46 AC
Property Tax LD. #s 20-22-25-10000000100	5



City of Groveland Planning and Zoming Application

Proposed Use of Property: Commercial	
Existing Zoning: C-1	Existing Land Use: Vacant Commercial
Would like to change Zoning to: N/A	S Desir Commission
Would like to change Land Use to: N/A	
Current number of structures on the property: N	one
	.93
What utilities currently exist on the site? (x) Water () Reclaim Water (x) Sewer	() Well () Septic () None
What utilities are proposed to be used? (x) Water () Reclaim Water (X) Sewer	+ *
Have any previous applications been filed within (() Yes () No	he last year in connection with this property?
If yes, please describe:	
di .	



City of Groveland Variance Application

In addition to the planning and zoning application, persons submitting a request for a variance need to provide the following details.

- A plan of the property involved, showing the location, existing buildings or structures and the location or proposed buildings or structures.
- 2. A concise statement as to why the present regulations create a hardship to the applicant:
 - a. Special conditions and circumstances peculiar to the land, structure or building involved which require their variance

THIS PROJECT WAS DESIGNED, PLATTED AND BUILT IN 2009 CONTEMPLATING THE BUPPERING REQUIREMENTS AT THE TIME.

THE DEVELOPABILITY OF LOT "1B" IS SIGNIFICANLTY IMPACTED BY THE REQUIREMENT OF A 15FT BUPPER ON THE EAST SIDE OF LOT "1A", THE WEST SIDE OF LOT "1A" AND THE EAST SIDE OF LOT "1B" DUE TO THE THE IRREGULAR SHAPE OF LOT "1B". THE PROJECT SITE IS ROUGHLY 6 PEST ABOVE THE SR 50 PAVEMENT, THE ADDITION A DOUBLE HEDGE ROW WILL MEET THE INTENT OF PROVIDING A BUPPER FRO THE PARKING LOT. THE EXISTING PARCELS IN THIS SUBDIVISION DO NOT HAVE A WALL, A WALL ON THESE PROPERTIES WOULD NOT POVIDE CONTINUTITY WITH THE SURROUNDING PARCELS. B. Special conditions and circumstances not due to the actions of the applicant THIS PROJECT WAS DESIGNED, PLATTED AND BUILT IN 2009 COMTEMPLATING THE

BUFFERING REQUIREMENTS AT THE TIME, AS SHOWN ON THE ORIGINAL SITE DEVELOPMENT PLANS APPROVED IN 2007. THE LANSCAPING CODES HAVE BEEN CHANGED SINCE THAT TIME, IMPACTING THE DEVELOPABILITY OF THE REMAINING PARCEL.

c. A literal interpretation of the code would deprive the applicant of commonly

cnjoyed rights and work unnecessary and undue hardship on the applicant
THE PROPERTY WAS SUBDIVIDED BASED ON THE RULES IN PLACE AT THE TIME TO CREATE DEVELOPABLE LOTS. THE
ADDITION OF THE SIDE LOT BUFFERS NOW REQUIRED REDUCE THE BUILDABLE PORTION OF THE LOT SUCH THAT
MANY USES ORIGINALLY ANTICIPATED FOR THE REMAINING [WEST] PARCEL CAN NO LONGER BE EPFECTIVELY
DEVELOPED. THE ORIGINAL APPROVED PLANS CLEARLY SHOW AN INTENT TO SUBDIVIDE LOT 1 INTO TWO LOTS. IN
ADDITION, THE ADDITION OF A 6 FT HIGH WALL, ON TOP OF THE EXISTING 6FT HIGH WALL WOULD UNDULY
OBSCURE THE BUSINESS FROM THE TAVELING PUBLIC. THE NEW LANDSCAPE CODE CREATES A HARDSHIP ON THE
APPLICANT BY REDUCING THE ABILITY TO DEVELOP TWO USES ON LOT AS ORIGINALLY INTENDED, DESIGNED AND
PERMITTED.

d. The variance request is the minimum variance that will make it possible the

THE VARIANCE REQUESTED DOES NOT PROPOSE TO ELIMINATE OR ESTABLISH THE BUFFERS REQUIRED AT THE TIME
THE PROJECT WAS ORIGINALLY DEVELOPED. TO MAINTAIN THE INTENT OF THE NEW LANDSCAPE CODE, THE

VARIANCE IS FOR WIDTH ONLY ON THE SIDE BUFFERS AND THE ELIMINATION OF THE CODE REQUIRED WALL ON TOP
OF THE EXISTING 6 FT HIGH BERM. THE LANDSCAPE MATERIAL CURRENTLY REQUIRED WILL BE INSTALLED. THE
WIDTH REQUESTED IS THE MAXIMUM WIDTH THAT CAN BE PROVIDED AND STILL MAINTAIN THE ABILITY TO DEVELOP
TWO USES ON LOT 1, AS ORIGINALLY INTENDED.

e. The grant of the variance will be in harmony with the general intent and

purpose of the code

THE VARIANCE REQUESTED IS IN HARMONY WITH THE INTENT OF THE NEW LANDSCAPE CODE. AS STATED, THE VARIANCE IS FOR BUFFER WIDTH ONLY ON THE SIDE LOT LINES AND THE ELIMINATION OF THE WALL; THE REQUIRED PLANT MATERIAL WILL BE INSTALLED. THIS IS ALSO AN IMPROVEMENT OVER THE EXISTING USES ALREADY DEVELOPED ON THE OVERALL PROJECT WHICH WERE CONSTRUCTED PRIOR TO THE CURRENT CODE WHICH HAD NO SIDE BUFFER YARD OR SIDE LANDSCAPING REQUIREMENT AND NO REQUIREMENT FOR A WALL ALONG SR 50.

f. The variance will not be injurious to the area involved or otherwise detrimental to the public welfare

THE VARIANCE WILL NOT BE DETRIMENTAL TO THE PUBLIC WELFARE OR SURROUNDING NEIGHBORHOOD. THE REQUIRED BUFFER PLANTINGS WILL BE ISNTALLED. GRANTING OF THE VARIANCE TO REDUCE THE BUFFER WIDTH AND ELIMINATE THE FRONTAGE WALL WILL ALLOW THE DEVELOPMENT OF THE PROJECT AS ORIGINALLY INTENDED, DESIGNED AND PERMITTED. IF THE PROJECT HAD DEVELOPED UNDER THE PREVIOUS CODE, NO SIDE YARD BUFFERS WOULD HAVE BEEN REQUIRED. DEVELOPMENT OF THE PROJECT NOW, WITH THE GRANTING OF THE VARIANCE FOR THE REDUCED BUFFER WIDTH, WILL CREATE A GREATLY ENHANCED PROJECT THAN IF IT WERE FULLY DEVELOPED UNDER THE PREVIOUS CODE. THE PROJECT ALSO HAS TWO DETENTION AREAS WHICH PROVIDE ADDITIONAL OVERALL OPEN SPACE TO THE DEVELOPMENT. THESE AREAS ARE DIRECTLY ADJACENT TO THE PUBLIC ROW AND AVIALABLE FOR PUBLIC VIEWING AND PROVIDE ADDITIONAL BUFFERING FOR TRAVELING MOTORISTS AND PEDESTRIANS. THE ADDITION OF A WALL FOR LOT 1 WOULD RESULT IN A DEVELOPMENT WITH AN INCONSISTANT LOOK OR THEME AND MAY NOT BE IN THE BEST INTEREST TO THE COMMUNITY.



10 to 10 to

July 27, 2016

Abra Horne, Interim Planner
City of Groveland - Community Development
165 S Lake Ave
Groveland, Florida 34736

PROJECT:

TACO BELL GROVELAND

PARCEL NUMBER#

20-2225-00000000100 ALTERNATE KEY: 3875700

SUBJECT:

REQUEST FOR VARIANCE

- 1. REDUCTION IN SIDE BUFFER REQUIREMENT FROM 15 FT TO 7.5 FT.
- 2. REQUIREMENT FOR A 6FT HIGH WALL IN A TYPE C BUFFER ALONG SR 50.

Dear Ms. Horne:

It is the intent of the property owner, GROVELAND SHOPPES, LLC to request a Variance approval and permit for LOT 1 in the above referenced commercial subdivision. The total site consists of ±2.46 acres. It is the intension, as has always been, of the Owner to split LOT 1 into 2 separate parcels. We are requesting a reduction in the side buffer requirement of 15FT to allow for a 7.5 FT wide buffer with the required buffer plantings. In addition, we are requesting a Variance from the requirement of a 6 FT high wall in a 15' Type C buffer along SR 50, with the required buffer plantings. The site and all adjacent parcels are zoned C-1 (Commercial) and have a Future Land Use designation of Office/Commercial (COMM).

A site sketch detailing the proposed variance request is included in this submittal along with exhibits and other documents required as noted on the application.

Please call if you have any questions.

Sincerely,

Peter M. Maastricht, P.E.

President

CFN 2004053749
Bk 02554 Pgs 1050 - 1053; (4pgs)
DATE: 04/26/2004 11:03:04 AM
JANES C. HATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 17:00
TRUST FUND 2:50
DEED DDC 4:200:00

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO

SCOTT WILT, ESQUIRE Holland & Knight, LLP 200 South Orange Avenue, Suits 2600 Orlando, Florida 32801 407-425-8500

lo

(SPACE ABOVE THIS LINE FOR RECORDING DATA) -

WARRANTY DEED

THIS WARRANTY DEED, made and entered into on April 21, 2004, by CLARENCE CORNELL AND MARY ANN CORNELL, husband and wife, whose address is 9400 Laws Road, Clermont, Florida 34711 (hereinafter referred to as "Grantors"), to GROVELAND SHOPPES, LLC, a Florida limited liability company, whose address is 5728 Major Boulevard, Suite 601, Orlando, Florida 32819, (hereinafter referred to as "Grantee"),

WITNESSETH:

THAT, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee all that certain real property together with the improvements thereon (hereinafter collectively referred to as the "Real Property") in Lake County, Florida, more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

AND Grantors hereby covenant with Grantee: (1) that Grantors are lawfully seised of the Real Property in fee simple; (2) that Grantors have good right and lawful authority to sell and convey the Real Property; (3) that Grantors hereby fully warrant the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever; and (4) that the Real Property is free of all encumbrances except the Permitted Exceptions set forth in Exhibit B, attached.

Wherever used herein, the terms "Grantor" and "Grantee" shall be deemed to include the parties to this Warranty Deed and their successors and assigns. The singular shall be deemed to include the plural, and vice versa, where the context so permits.

Homestead Disclaimer. Each Grantor confirms that the Real Property is not the homestead of said Grantor under the laws and constitution of the State of Florida and neither said Grantor nor any members of the household of said Grantor reside thereon.

IN WITNESS WHEREOF, Grantors have caused this Warranty Deed to be executed of the date stated above.		
Signed, scaled and delivered in the presence of:	"GRANTORS"	
Mony Beth Oramo Signature Print Name: Mary Beth Asma	Signature Print Name: Clarence Cornell	
Elizabeth Millan	Mill Convell Signature Print Name: Mary Ann Comell	
ACKNOWL	DOCATIONS	
STATE OF FLORIDA) COUNTY OF LAKE)		
The foregoing/instrument was acknowledged CORNELL who [v] is personally known to me or identification and who did not take an oath.	d before me on April 21, 2004, by CLARENCE [] has producedas	
Signature of Notary Public Print Name: Mary Beth Asma	(NOTARY SEAL)	
Notary Public - State of <u>Florida</u> My Commission Expires: <u>8-27-09</u> Commission No: <u>CC 956 73 7</u>	MARTY BETH ASMA MY COMMESSION & CC 985737 EXPLIRES: Asput 27, 2004 Bankel Time Metry PAMe Under these	
STATE OF FLORIDA) COUNTY OF LAKE)		
The foregoing instrument was acknowledged CORNELL who [] is personally known to me or identification and who did not take an oath.	before me on April 2/, 2004, by MARY ANN [] has producedas	
Signature of Notary Public Print Name: Mary Beth Asma Notary Public - State of 4 long lay My Commission Expires: 2-27-04	(NOTARY SEAL)	
Commission No: <u>C.C. 9567.37</u>	EDFIRER August 27, 2004 Archal the Marky Adde Underplace	
PROPERTY APPRAISER'S		

Parcel No.: 01-22-24-43000 25 00000

EXHIBIT "A" - LEGAL DESCRIPTION (Groveland)

ALL THOSE PARTS OF TRACTS 24, 25 AND 26 LYING SOUTH AND EAST OF THE SOUTHERLY RIGHT OF WAY LINE OF ATLANTIC COAST LINE RAILROAD RIGHT OF WAY, GROVELAND FARMS, AS RECORDED IN PLAT BOOK 2, PAGES 10 AND 11, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SECTION 20, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LESS RIGHT OF WAY FOR STATE ROAD 565-A AND STATE ROAD 50, LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NE 1/4 OF SAID SECTION 20; THENCE NO°41'20"E ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 20, A DISTANCE OF 6.90 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 50 (VARIABLE RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING THE EAST LINE OF THE NE 1/4 OF SAID SECTION 20. N89°43'59"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 50, A DISTANCE OF 434.43 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 50, NOº16'01"E. A DISTANCE OF 5.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 50. N89°43'59"W. A DISTANCE OF 600.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 565-A (VARIABLE RIGHT OF WAY, FORMERLY KNOWN AS STATE ROAD 565-A); THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 50, NO°16'01"E, ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 565-A, A DISTANCE OF 67.70 FEET TO A POINT: THENCE CONTINUING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 565-A, NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 528.44 FEET (SAID CURVE HAVING A RADIUS OF 1465.69 FEET, A DELTA ANGLE OF 20°39'27", AND A CHORD BEARING AND DISTANCE OF N55°38'05"E, 525.59 FEET) TO A POINT; THENCE CONTINUING ALONG THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 565-A, N45°18'21"E, A DISTANCE OF 860.92 FEET TO A POINT ON THE EAST LINE OF THE NE 1/4 OF SAID SECTION 20; THENCE LEAVING THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD 565-A, S0°41'20"W ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 20, A DISTANCE OF 979.78 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B" PERMITTED EXCEPTIONS

- 1. Ad valorem real property taxes and assessments for the year 2004 and thereafter.
- Matters appearing on the Plat of Groveland Farms recorded in Plat Book , Pages , Public Records of Lake County, Florida.

1861730 yl

Property Owner & Agent Affidavit

Date: July 7, 2016

Before me, the undersigned authority personally appeared, Scott T. Boyd, Growland Shoppes, LLC (property owner's name), who being by me duly swom on oath, deposes and says:

- 1. That said authority is the fac-simple owner of the property legally described in this application.
- That said authority desires to secure approval(s) from the City of Groveland requested in
 this Planning and Zoning application for a Commercial Variance from the landscaping code.
- 3. That said authority (property owner) has appointed Peter M. Maastricht, P.E. (agent's nume) to sect on his behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:
 - A. That he/she affirms and certifies that he/she understands and will comply with all ordinances, regulations, and provisions of the City of Groveland, Florida, and that all statements and diegrams submitted herewith are two and accurate to the best of higher knowledge and belief, and further that this application and attachments shall become part of the Official Records of the City of Groveland, Florida, and are not returnable.
 - B. That the submittal requirements for the application have been completed and attached hereto as part of the application.

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	submittal.	- Plantacide 1	hibdrawn in writing within live (5) business days of
Property Own	signature /		Agent's signature
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COUNTY OF LA	teorange.		STATE OF FLORIDA
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My Commission Expires 04/16/2020

Note: The Property Owner(s) must sign the Affidavit(s). When an Agent is representing the case, both the Agent and the Property Owner(s) must sign the Affidavit(s).

EXPIRES: August 21, 2017
Bonded Thru Note y Public Underwitters

PROPERTY RECORD CARD

General Information

Owner Name:

GROVELAND SHOPPES LLC

Alternate Key:

3875700

Mailing Address: 5555 S KIRKMAN **RD STE 201**

Parcel Number:

20-22-25-100000000100

ORLANDO, FL

Millage Group and City:

00GR

32819

Total Millage Rate:

(GROVELAND)

<u>Update Mailing Address</u>

20,43600

Trash/Recycling/Water/Info:

My Public Services Man 6

Property Location: **EAGLES XING GROVELAND FL**

Property Name:

Submit Property

34736

Name 6 School and Bus

Undate Property Location School Locator:

Map 6

Property

GROVELAND, GROVELAND SHOPPES SUB LOT 1 PB 63 PG 99-

Description:

100 J

Land Data

Line Land Use

Frontage Depth Notes No. Units Type Value

Land Value

VACANT

COMMERCIAL (1000)

107249.22 SF \$0.00

\$750,745.00

Miscellaneous improvements

There is no improvement information to display.

Sales History

There is no sales history information to display.

Click here to search for mortgages, liens, and other legal documents, 6

Values and Estimated Ad Valorem Taxes

Tax Authority	Market Value	Assessed Value	Taxable Vajue	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$750,745	\$750,745	\$750,745	5,30510	\$3,982.78
LAKE COUNTY MSTU AMBULANCE	\$750,745	\$750,745	\$750,745	0.48290	\$347.52
SCHOOL BOARD STATE	\$750,745	\$750,745	\$750,745	5,69700	\$4,276.99
SCHOOL BOARD LOCAL	\$750,745	\$750,745	\$750,745	1.50000	\$1,126.12
CITY OF GROVELAND	\$750,745	\$750,745	\$750,745	5.99000	\$4,496.96
ST JOHNS RIVER FL WATER MGMT DIST	\$750,745	\$750,745	\$750,745	0.30230	\$226.95
LAKE COUNTY VOTED DEBT SERVICE	\$750,745	\$750,745	\$750,745	0.16000	\$120,12
LAKE COUNTY WATER					

8/23/2018

Property Details: Lake County Property Appraiser

AUTHORITY

\$750,745 \$750,745

\$750,745 0.25540 \$191,74

SOUTH LAKE HOSPITAL DIST \$750,745 \$750,745

\$750,745 0.76330

\$573.04

Total: 20.436

Total: \$15,342,22

Exemptions Information

This property is benefitting from the following exemptions with a checkmark \sqrt{

First Homestead Exemption (up to \$25,000)

Additional Homestead Exemption (up to an additional \$25,000)

Limited Income Senior Exemption (applied to county millage - up to

\$50,000)

Limited Income Senior Exemption (applied to city millage - up to

\$25,000)

Limited income Senior 25 Year Residency (county millage only-

exemption amount varies)

Widow / Widower Examption (up to \$500)

Blind Exemption (up to \$500)

Disability Exemption (up to \$500)

Total Disability Exemption (amount varies)

Veteran's Disability Exemption (\$5000)

Veteran's Total Disability Exemption (amount varies)

Veteran's Combat Related Disability Exemption (amount varies)

Deployed Servicemember Exemption (amount varies)

Surviving Spouse of First Responder Exemption (amount varies)

Conservation Exemption (amount varies)

Tangible Personal Property Exemption (up to \$25,000)

Religious, Charitable, Institutional, and Organizational Exemptions

(amount varies)

Government Exemption (amount varies)

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Exemption Savings o

The exemptions marked with a $\sqrt{}$ above are providing a tax dollar savings of: \$0.00

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark √

Save Our Homes Assessment Limitation (3% assessed value cap)

Save Our Homes Assessment Transfer (Portability)

Non-Homestead Assessment Limitation (10% assessed value cap)

Conservation Classification Assessment Limitation

Agricultural Classification

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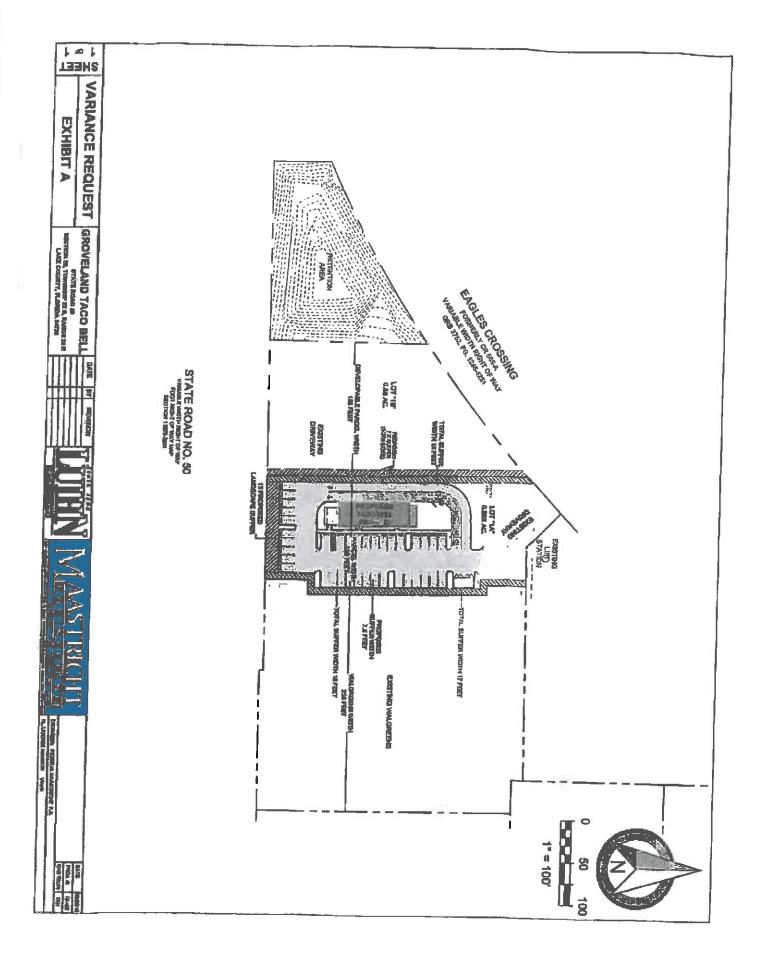
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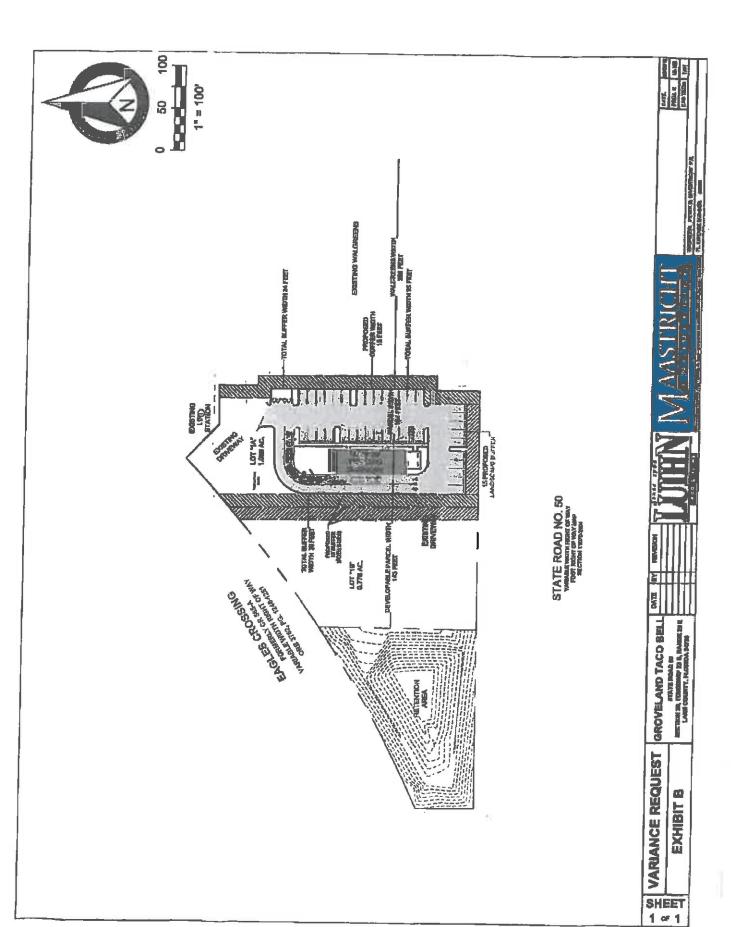
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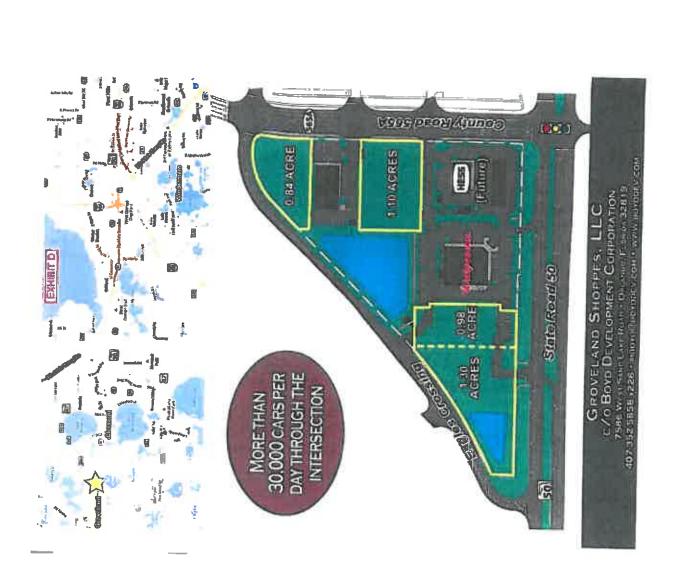
Assessment Reduction Savings

The assessment reductions marked with a $\sqrt{}$ above are providing a tax dollar savings of: \$0.00

Copyright © 2014 Lake County Property Appraiser, All rights reserved. Property data last updated on 12 June 2016.







GROVELAND SHOPPES - VARIANCE REQUEST EXHIBIT E



July 15, 2018

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REQUEST FOR CITY COUNCIL CONSIDERATION

	MEETING DATE:	September 19, 2016	
J		F	

ITEM NUMBER:	5
AGENDA ITEM:	Site Plan – FKC Dialysis Center
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Robby Lewis, Interim City Planner
DATE:	September 9, 2016

PROPERTY LOCATION: The subject property is located at 14619 CR 565A, Lot 4C within the Groveland Shoppes Master Development, near the northwest corner of SR 50 and CR 565A.

BACKGROUND:

The subject property is a vacant lot containing 1.14 acres, which is part of Groveland Shoppes Master Development. There are still a few remaining vacant lots, but most of the lots in this commercial subdivision and the Publix shopping center on the east side of CR 565A have been built out with various commercial uses.

Please see attached FKC Dialysis Center, Site Plan Location Map for the location, surrounding uses and road network in the vicinity of the subject property.

The Applicant is proposing construction of a 7,104 square foot Dialysis Clinic along with the associated utility, drainage, and parking infrastructure improvements.

Staff has determined that the site plan for the proposed FKC Dialysis Center meets the City's Code requirements. However, when staff was reviewing the architectural features of the proposed building, there were some concerns about whether the design of the roof and rooftop screening equipment as depicted on the renderings met the City's Code requirements. The Applicant's team worked diligently with Staff to resolve these issues. Within the architectural plans that have been revised and submitted, the Applicant has demonstrated that the architectural features of the building are consistent and compatible with the City's Code requirements and the existing surrounding commercial development.

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	***
MOTION BY:	
SECOND BY:	

STAFF RECOMMENDATION: Motion to Approve the proposed Site Plan for FKC

Dialysis Center

ALTA/NSPS LAND TITLE SURVEY

BOUNDARY AND TOPOGRAPHIC SURVEY OF

LCT 4C, GROVELAND SHOPPES NORTH
100K 64, PAGES 21 THROUGH 22, LYING IN SECTION 20, TOWNSHIP
22 SCUTH, RANGE 25 EAST, FLORIDA
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

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NEW TITLE 8-16-15 W/S LAST FELD WORKS 4/13/2016 UNLW C-WDT(5): NO COMPATER F-EN211800TATADWO

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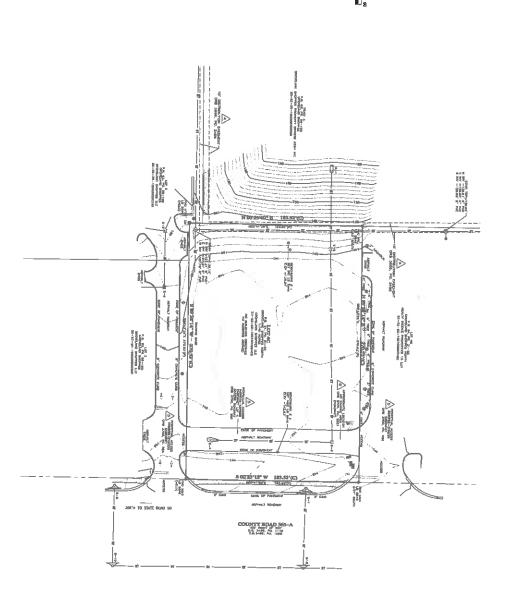
AS RECORDED IN PLAT BOOK 64, GROVELAND SHOPPES NORTH

AS RECORDED IN PLAT BOOK 64, PAGES 21 THROUGH 22, LYING IN SECTION 20, TOWNSHIP

22 SOUTH, RANGE 25 EAST,

PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

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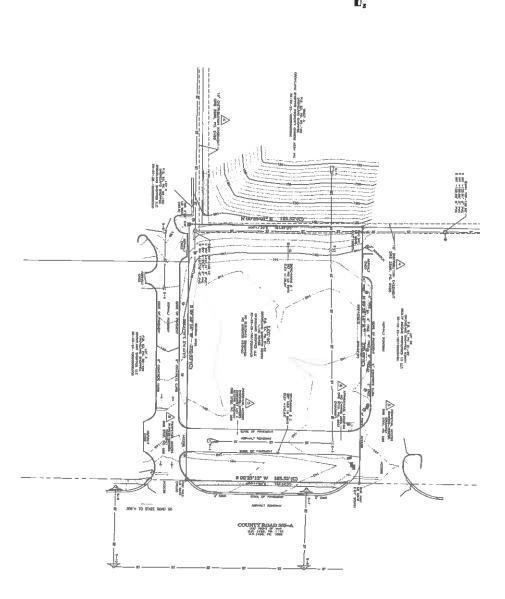


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REVISIONS:	
ADDED SURVEY NOTE NO. 14 & 19 3-19-15 QJS	
ADDED SSMH MORTH OF SITE 6-6-18 GJ9	
NEW TITLE 6-15-16 GJS	
DATE OF DRAWING; APRIL 15, 2016	LAST FIELD WORK, 4/13/2016

ALTA/NSPS LAND TITLE SURVEY BOUNDARY AND TOPOGRAPHIC SURVEY OF

LOT 4C, GROVELAND SHOPPES NORTH
AS RECORDED IN PLAT BOOK 64, PAGES 21 THROUGH 22, LYING IN SECTION 20, TOWNSHIP
22 SOUTH, RANGE 25 EAST,
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA



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PROFILE (1977) 251-1879
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ALTA/NSPS LAND TITLE SURVEY

OF

LOT 4C. ORDIVELAND SHOPPES NORTH
AG IN SECTION 20, TOWNSHIP 22 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

FOR

MGB DEVELOPMENT SERVICES, LLC

ADDED SIGNA MODITA OF SITE 6-6-16 CUS

NOW TITLE 6-15-16 CUS

DATE OF PRANMEN, AFRL. 18, 2016

LAST FRILD WORRD, 4/13/2018

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CREW CHEFF(S),

REVISIONS: OED SURVEY NOTE NO. 14 & 15 5-19-18 GJS



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: September 19, 2016

ITEM NUMBER:	6		
AGENDA ITEM:	CRA Board Forward Recommendation on Puryear Building Mural		
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.		
PREPARED BY:	Rodney Lucas, Interim Director, Community Development		
DATE:	September 14, 2016		

PROPERTY LOCATION: E. L. Puryear Building, 243 S. Lake Avenue

BACKGROUND:

CRA board voted on May 23, 2016 to have the mural painted over with one color after a picture has been taken of the mural. It has come to staff attention the Puryear building is a City owned property and final say on the maintenance of it goes through City Council (See attached minutes).

Thus, the CRA manager is seeking board direction to grant him permission to forward the above recommendation to City Council for action. The CRA board approved 5-0 aye at the Special meeting on September 6, 2016 to give the CRA Manager permission to forward to City Council their recommendation to take a photo of the mural on the exterior of the Puryear Building and paint over it with one color.

STAFF RECOMMENDATION: Motion to recommend approval to City Council of taking a photo of the mural on the exterior of the Puryear Building and paint over it with one color.

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	·

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REQUEST FOR CRA CONSIDERATION

ı	MEETING DATE:	September 1, 2016	

ITEM NUMBER:	2
AGENDA ITEM:	Discuss and Forward Recommendation to City Council on Puryear Building Mural
PREPARED BY:	Rodney Lucas, CRA Liaison
DATE:	August 30, 2016

BACKGROUND:

CRA board voted on May 23, 2016 to have the mural painted over with one color after a picture has been taken of the mural. It has come to staff attention the Puryear building is a City owned property and final say on the maintenance of it goes through City Council (See attached minutes).

Thus, the CRA manager is seeking board direction to grant him permission to forward the above recommendation to City Council for action.

STAFF RECOMMENDATION: Motion to approve CRA manager forward board recommendation from minutes to City Council for action.

REVIEWED BY CITY MANAGER:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

City of Groveland

Minutes

Community Redevelopment Agency

Monday, May 23, 2016

The Groveland Community Redevelopment Agency met in a regular meeting on Monday, May 23, 2016 in the E.L. Puryear Building located at 243 S. Lake Avenue. Chair Tim Loucks called the meeting to order at 6:55pm with the following members present: Vice-Chair Karen McMican and Board Members Mike Radzik, Dina Sweatt, and Briggett Brannon. City officials present were: City Attorney Anita Geraci-Carver, City/CRA Manager Redmond Jones, CRA Liaison Rodney Lucas, Acting City Clerk Lisa Cortese and Sergeant-at-Arms Chief M. Smith Tennyson. Board Member John Griffin was absent. Board Member Ralph Morris arrived at 6:59pm.

OPENING CEREMONIES

The meeting opened with the Pledge of Allegiance lead by Vice-Chair Karen McMican.

Reports

- 1. Crime Stats for April 2016
- 2. CRA Staff Report Rodney Lucas

Guest Speakers, Presentations and Proclamations

OLD BUSINESS

3. Approval of April 25th Regular Meeting Minutes

Board Member Dina Sweatt moved to approve; seconded by Vice-Chair Karen McMican. The motion was approved with all members present voting aye.

4. Approval of an Appraisal Company for Groveland Commerce Park

Consensus from the Board to have staff review comps and bring back suggestions to the Board.

Board Member Mike Radzik moved to table this item; seconded by Board Member Dina Sweatt.

The motion was approved with all members present voting aye.

5. Approval of Marketing Brochure for the CRA Board

The Board reviewed and discussed changes they would like to see to the brochure provided.

Board Member Dina Sweatt moved to deny approval of this item; seconded by Board Member Mike Radzik.

The motion was approved with all members present voting aye.

OLD BUSINESS

6. Discussion: E.L. Puryear Building Mural

Board Member Dina Sweatt moved to approve having the mural painted over with one color after a picture has been taken of the mural; seconded by Board Member Mike Radzik

The motion was approved with all members present voting aye.

PUBLIC COMMENT

ANNOUNCEMENTS

Board Member Briggett Brannon asked if the following items could be added to the City of Groveland CRA web page:

- Annual Report
- CRA Budget
- Business Incentives
- Business of the Month/Business Bio and Web Link

Board Member Mike Radzik asked the City Manager about an update on the Hwy 50 White Paper. The City Manager indicated that the design for the project would not be complete until the end of the summer but hoped to have an update soon.

Board Member Dina Sweatt informed the Board that they have been invited to the Memorial Day Remembrance Event at Trilogy of Orlando, scheduled for Saturday May 28th at 11:00a.m. and also reminded the Board of the City of Groveland Memorial Day Tribute scheduled for Monday May 30th.

Chair Tim Loucks asked for the record to reflect that the discussion regarding a Municipal Complex pertained to the location of a Municipal Complex, not a discussion on building, financing, or any expenditures for a Municipal Complex.

ADJOURNMENT

Chairman Tim Loucks adjourned the meeting at 8:10pm.

	Tim Loucks, Mayor
Attest-	Lisa Cortese, Acting City Clerk

Allest.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	0 1 1 10 0016	
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ITEM NUMBER:	7	
AGENDA ITEM:	Proposal from Carolyn Kunz Alvarez re: Investigative Services	
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.	
PREPARED BY:	Anita Geraci-Carver, City Attorney	
DATE:	September 14, 2016	

BACKGROUND: A Whistleblower complaint was received from a city employee against another city employee. It is recommended that due to circumstances that are currently confidential and exempt from public records, that the complaint be investigated by someone other than an employee or associated with the City.

In addition, Council indicated it wants an investigation into the report two employees made relating to the credit card matter.

Ms. Alvarez has extensive experience in employment law matters and investigations into internal complaints. A copy of her resume is attached. Her normal rate is \$400 per hour to conduct these investigations, however, she will discount her hourly rate to \$300 per hour due to the public nature of the client. Ms. Alvarez estimates that it will take between 27 and 40 hours to complete the investigation as follows:

Review pertinent documents 4 to 8 hours

Prepare for and Interview 8 to 10 witnesses 10 to 15 hours

Consultation and follow up 3 to 4 hours

Prepare Report and Recommendation 10 to 13 hours

In the alternative, she will charge a flat fee of \$10,000 to conduct the investigation within the parameters outlined above. If new facts or information is discovered that require her to spend more than 40 hours on the investigation, she will need to revise the flat fee amount.

STAFF RECOMMENDATION: Alvarez	Motion	to	Approve	Proposal	from	Carolyn	Kunz
REVIEWED BY CITY MANAGE	ER:					<u>.</u>	
COUNCIL ACTION:							
MOTION BY:							
SECOND BY:							

Anita Geraci

From:

Carolyn Alvarez <calvarezmediator@earthlink.net>

Sent:

Wednesday, September 14, 2016 11:44 AM

To:

Anita Geraci

Subject: Attachments: Revised Proposal CAlvarez Resume.pdf

Anita,

This follows our conversation today regarding a revised proposal. Please consider this my revised proposal for investigating all allegations of impropriety made against the City Manager for the City of Groveland.

I estimate that it will take me between 27 and 40 hours to complete this investigation as follows:

Review pertinent documents 4 to 8 hours

Prepare for and Interview 8 to 10 witnesses 10 to 15 hours

Consultation and follow up 3 to 4 hours

Prepare Report and Recommendation 10 to 13 hours

Although I normally charge \$400 per hour to conduct these investigations, I am willing to discount my hourly rate to \$300 per hour due to the public nature of the client.

In the alternative, I would charge a flat fee of \$10,000 to conduct the investigation within the parameters outlined above. If new facts or information is discovered that require me to spend more than 40 hours on the investigation, i would need to revise the flat fee amount.

I have attached my most recent resume for you to share with the City Council. Please note that I have added my experience representing Orange County in one of the first FMLA cases that went to the Eleventh Circuit, *Dillon v. Carlton*, 977 F.Supp. 1155, 1159 (M.D. Fla. 1997).

Please let me know if you need anything further or if you would like me to attend the City Council meeting on Sept. 19.

I look forward to hearing from you.

Carolyn Kunz Alvarez 729 Seville Place Orlando, FL 32804

(407) 810-6354

Calvarezmediator@earthlink.net

Work Experience

Specialized Dispute Resolution, LLC, 2009-present Independent Consultant, 2003-2009

- Owner and managing member.
- Certified U.S. District Court mediator, mediated over 50 employment claims, including multi-party and class action cases.
- Conducted investigations of employees' alleged claims of wrongdoing or discrimination through interviews and review of relevant documents and other pertinent information.
- Workplace consultant, conducted training and audits of workplace issues and assisted employees with workplace bullying by providing tools to resolve personality conflicts within the workplace.
- · Provided general employment-related advice in advance of litigation.

Darden Restaurants, 2010-2013

- Part time in-house attorney in the employment law section of a publicly traded national restaurant company with over 180,000 employees.
- Handled all aspects of employment law, including responding to EEOC complaints, researching FLSA matters, and investigating internal complaints, represented Darden in mediations through their DRP process.

Akerman, Senterfitt and Eidson, P.A., 1995-2003

- Partner, 2000-2003; Litigation associate, 1995-2000.
- Represented management in employment litigation under the Florida Civil Rights Act,
 Title VII, the Americans with Disabilities Act, the Pregnancy Discrimination Act, the
 Age Discrimination in Employment Act, the Family Medical Leave Act, as well as
 unpaid wage, overtime claims, and non-compete/non-solicit issues.
- Experienced trial attorney, with extensive trial experience and systematic understanding
 of litigation strategy. Handled federal litigation from EEOC request for information
 through trial and appeals. Thorough knowledge of all aspects of pre-trial litigation,
 including answering complaints, filing discovery motions, conducting intensive
 discovery, deposing witnesses, defending and taking depositions, negotiating settlements
 and filing summary judgment motions.
- Conducted oral argument at the Eleventh Circuit Court of Appeals, successfully represented the Clerk of the Courts for Orange County in a case concerning the certification of intermittent leave under the FMLA.

Sanders, McEwan, Martinez, Luff and Dukes, P.A., 1993-1995

· Litigation associate. Medical malpractice firm representing insurance companies.

Volunteer Experience

TPS Theatre liaison, 2013 – 2015. Handle all finances from box office and concessions for theatre events, prepare financial reports, organize fundraising efforts, coordinate volunteers as needed.

UVA Club of Central Florida, CAV Chair, 2011- present. Represent and advocate for UVA at college fairs, coordinate and present UVA book awards at local schools, serve as liaison between accepted students and the University.

Grade level Parent leader, 2007 – present. Responsible for all communications for the grade, maintain database of contacts, prepare and distribute financial gifts twice per year, schedule and facilitate meetings by preparing agendas and leading meetings.

Girl Scout Leader, 2006 - 2010, 2013- present. Organize and run meetings and field trips, keep track of finances and applicable forms, communicate effectively with parents, work with leaders of other troops to ensure a consistent experience for all girls.

Education

University of Virginia, Charlottesville, Va., B.A. Economics 1990 University of Florida, Gainesville, Fla., J.D., with honors, 1993



MEETING DATE: September 19, 2016

REQUEST FOR CITY COUNCIL CONSIDERATION

ITEM NUMBER:	8
AGENDA ITEM:	Computer Forensic Consulting Agreement with ESI Consulting, Inc.
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Anita Geraci-Carver, City Attorney
DATE:	September 14, 2016

BACKGROUND: The City Council indicated it wants an investigation into the report two employees made relating to the credit card matter. As part of the investigation it is prudent to have an expert computer forensic consultant involved. The services will include, but is not limited to deleted file recovery, user activity analysis and image retrieval and analysis.

ESI estimates that the total cost of the engagement will be between \$1,000.00 and \$3,000.00; however, ESI will let the City know in writing if the total cost of the engagement is going to exceed this amount and will not perform any services in excess of the estimated amount until approved by City.

STAFF RECOMMENDATION: Motion to Approve Computer Forensic Consulting Agreement with ESI Consulting, Inc.

REVIEWED BY CITY MANAGER:	
COUNCIL ACTION:	
MOTION BY:	
SECOND BY:	

COMPUTER FORENSIC CONSULTING AGREEMENT

This Agreement regarding Computer Forensic Services ("Agreement") is entered into as of September ___, 2016, between City of Groveland, Florida ("Client"), and ESI Consulting, Inc., ("Consultant"), concerning consulting services to be performed by Consultant for Client related to a human resource investigation. Client and Consultant agree to the following terms and conditions:

1. Engagement and Scope of Work.

- a. Client authorizes Consultant to provide consulting services relating to computer forensics and Electronically Stored Information (ESI) as set forth herein, and Consultant agrees to provide such consulting services in accordance with the terms of this Agreement.
- b. The scope of work in a computer forensic engagement often changes based upon the findings after conducting specific tests, analysis, or services. All hard drives and other media containing ESI are different, and it is impossible to know what will be found or what will be required to complete this engagement. Consultant will keep Client informed of its progress and results per Client's instructions, and will obtain Client's approval before performing any services.
- c. Either party may terminate this Agreement upon written notice at any time, provided that any such termination shall not affect in any way Client's obligation to pay for services rendered up to the date of such termination.

2. Chain of Custody.

Failure to maintain a proper Chain of Custody of ESI may impair the admissibility of the ESI and Consultant's findings and testimony. Client should consult with Consultant or legal counsel before seizing any media containing ESI.

3. **Description of Services.**

- a. At Client's request, Consultant will advise Client on issues relating to computer forensics, and Electronically Stored Information (ESI) in general. Consultant's services in general include, but are not limited to:
 - i. Assist Client in identifying possible sources of relevant ESI,
 - ii. Provide technical advice in the preparation of discovery requests,
 - iii. Participate in the deposition and witness interview process concerning ESI,
 - iv. Seizing ESI,
 - v. Forensic imaging of ESI,
 - vi. Data carving,
 - vii. Keyword searches of files, file slack, and unallocated space,
 - viii. Deleted file recovery,
 - ix. Data conversion.
 - x. Password recovery,
 - xi. User activity analysis,

Computer Forensic Consulting Agreement

Re:

September 16, 2016

xii. Internet activity analysis,

xiii. Image retrieval and analysis,

xiv. ESI retrieval, analysis, and production,

xv. Expert witness testimony, and

xvi. Other services as requested or needed.

b. Unless otherwise agreed to, Consultant will maintain custody of the original computer images until all civil or criminal proceedings in the matter are resolved, at which time Consultant will return the original ESI and all images and copies to Client. Client will keep Consultant apprised of the status of the case and will notify Consultant when the case has been concluded.

4. Fees and Expenses.

- a. All time expended in matters relating to this Agreement will be billed to Client. Consultant's fees are based primarily on the amount of time spent providing the Services. While Consultant may provide estimates of the amount of time necessary to perform the services requested, Client understands that the actual time may vary considerably due to unforeseen complications and that no two computer forensic examinations are the same.
 - b. Client understands that any estimate is not binding.
- c. Consultant's computer forensic services are billed either at a fixed rate or hourly at \$300 per hour.
- d. Client also agrees to pay all incidental expenses reasonably incurred by Consultant in connection with this Agreement, including travel expenses, shipping charges, disk or tape duplication, and cost of hard drives needed for the engagement. The cost of unique hardware (i.e.: a tape drive that Consultant does not presently own) or unique software will be charged to Client; Consultant will notify Client in advance of any such purchases in excess of \$500.

5. Payment.

- \$1,000.00 and \$3,000.00. Consultant will advise Client in writing if the total cost of the engagement is expected to exceed this amount and will not perform any services in excess of this amount until approved by Client. Client is not required to provide a retainer. Consultant will bill Client for all fees and expenses incurred. All outstanding balances billed by Consultant to Client are due upon receipt. Payments are overdue if not received within thirty (30) days. Overdue amounts shall bear interest at the rate of one and one half percent (1 ½%) per month. Failure to timely pay amounts due constitutes a material breach of this agreement. Consultant's remedies include, but are not limited to, terminating this agreement, refusing to perform additional services, and retaining any ESI or work product unless and until all outstanding amounts are paid in full.
- b. Client agrees that Consultant may require all invoices to be paid in full before Consultant delivers the results of the examination and analysis.

Computer Forensic Consulting Agreement Re:

September 16, 2016

6. Confidentiality.

- a. Unless otherwise required to be disclosed by law such as under Florida's public records law (Chapter 119, Florida Statutes), Consultant will retain in confidence all information, and materials provided or acquired pursuant to this Agreement. Client understands that if Consultant encounters evidence of a state or federal felony, Consultant may be legally required to report the evidence to law enforcement or other authorities. If this Agreement relates to a criminal defense matter, Consultant will provide the information to Client, and the information will not be reported to law enforcement by Consultant unless required by law.
- b. "Confidential Information" is any information, in any format, designated as confidential, proprietary, or privileged by Client.
- c. At all times Consultant agrees to keep in confidence and trust all Confidential Information, and not to use, disclose, disseminate, publish or otherwise make available, directly or indirectly, any Confidential Information to any other person.
- d. Consultant agrees to immediately notify Client if Consultant receives a request or demand to disclose Confidential Information from someone other than Client, including through a public records request, so that Client may intervene and protect the confidential nature of the Confidential Information.
- a. Consultant agrees to preserve, return or dispose of all Confidential Information as instructed by Client.

7. Authorization to Examine Data.

a. Client warrants that Client has legal access to and possession of any data provided or made available to Consultant, and that Client has the legal right and authority to authorize Consultant to access, image, examine, and analyze the data.

8. Independent Contractor.

Consultant is an Independent Contractor. Nothing in this Agreement, this engagement, or in the scope of work performed by Consultant, shall be construed as creating an employer-employee relationship.

9. Warranty and Remedies.

- a. Consultant warrants that it will perform the Services with professional thoroughness and competence. No other warranty or representation, whether express or implied, is created by this Agreement or in connection with the Services. Consultant's sole liability, and Client's sole remedy, in connection with this Agreement shall be limited to having Consultant bear the reasonable cost of redoing any Services that do not meet the above warranty. Such remedy shall be available only in the event that Client reports in writing any breach of Consultant's warranty within sixty (60) days of such breach, and provides documentation of such breach. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER.
- b. Client warrants that Client has legal access to all computers, media and other ESI to be examined.

Computer Forensic Consulting Agreement

Re:

September 16, 2016

10. Controlling Law; Venue; Attorney's Fees.

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- b. Any action to enforce this Agreement, or related in any way to this Agreement, shall be proper only in Lake County, Florida.
- c. If suit is filed, the parties agree to bear their own attorneys' fees, including costs and fees on appeal

CONSULTANT	CLIENT
ESI Consulting, Inc. By: Richard D. Connor, Jr. Its: President	City of Groveland, Florida By: Tim Loucks Its: Mayor
ESI Consulting, Inc. 965 S Orlando Avenue Winter Park, FL 32789	Attest:



REQUEST FOR CITY COUNCIL CONSIDERATION

ITEM NUMBER:	9	
AGENDA ITEM:	Extension of PDG Contract from September 12 through October 28, 2016 (7 weeks)	
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.	
PREPARED BY:	Rodney Lucas, Interim Director, Community Development	
DATE:	September 14, 2016	

BACKGROUND:

The City Manager recommended the City of Groveland enter into a Professional Services Agreement with Planning Design Group, LLC to assist the City in planning activities and development review while the City seeks qualified applicants and hires a planner.

Initially, this task was authorized not to exceed the amount of \$30,000 or approximately 31 hours per week over 8 weeks = 248 hours.

Total not to exceed \$30,000. The hourly labor rate is \$119.00 per hour for staff time (*Project Manager or President*). Also included is labor costs: mileage to travel to the City offices, between City offices, small sets of copies (i.e.: less than 25 pages and four sets), computer equipment (not new software), and electronic communications. Any costs in excess will be reimbursed to PDG by the City at cost. It is estimated for PDG to provide services for approximately 8 weeks.

Currently, the City contract balance with PDG is at \$24,633 with a remaining balance of \$5,367. Thus, staff is seeking an additional seven (7) week extension from City Council to allow PDG from September 12 through October 28, 2016 in the amount of \$21,658 (Average of 26 hours per week (One planner – Robby Lewis) x 7 weeks = 182 hours' x \$119.00 per hours = \$21,658) until we hire a new planner.

PDG will continue to cover the following responsibilities:

a. PDG will provide services for special projects as directed by the city manager. Examples of such tasks may include unscheduled meetings with external agencies, municipalities, and funding entities, grant applications, special projects, research, and meeting facilitation. This task will be authorized not to exceed the amount of \$21,658 or 182 hours (26 hours per week over (7) weeks.

- b. PDG will provide planning activities to include:
 - Answering general planning questions.
 - Advertisements, agreements, analysis, processing, reviews, and staff reports
 - Coordination with adjacent municipalities and staff.
 - Developer and applicant coordination.
 - Planning research.
 - Site plan analysis and review.
 - Preliminary, Final subdivision reviews.
 - Platting procedures.
 - Rezoning application.
 - Transportation planning.
- c. PDG will provide long-range planning activities to include:
 - Annexation advertisements, agreements, analysis, processing, reviews and staff reports
 - Comprehensive plan amendments both large and small.
 - Landscape grant agreement administration.
 - FDOT grant agreement administration.
 - Historic preservation.
 - Transportation planning.
- d. PDG will attend scheduled meetings to include:
 - City council meetings.
 - Local planning agency meetings.
 - Staff coordination meetings.
 - Agenda review meetings.
 - Legal review meetings.
 - Metropolitan planning organization meetings.
 - Meetings with FDOT.

STAFF RECOMMENDATION: Motion to recommend approval of extension of Professional Services Agreement from Sept. 12 through Oct. 28, 2016 for a (7) week period not to exceed an additional \$21,658.

not to exceed an additional \$21,658. REVIEWED BY CITY MANAGER: COUNCIL ACTION: MOTION BY: SECOND BY:



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE:	June 27, 2016
ITEM NUMBER:	3
AGENDA ITEM:	Professional Services Agreement with Planning Design Group, LLC
CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
PREPARED BY:	Anita Geraci-Carver, City Attorney
DATE:	June 27, 2016

BACKGROUND: The City Manager recommends the City of Groveland enter into a Professional Services Agreement with Planning Design Group, LLC to assist the City in planning activities and development review while the City seeks qualified applicants and hires a planner and/or Community Development Director.

The Professional Services Agreement, in summary, provides for the following:

- a. PDG will provide services for special projects as directed by the city manager. Examples of such tasks may include unscheduled meetings with external agencies, municipalities, and funding entities, grant applications, special projects, research, and meeting facilitation. Initially, this task will be authorized had a not to exceed amount \$3,000 or approximately 25 hours.
- b. PDG will provide planning activities to include:
 - Answering general planning questions.
 - Advertisements, agreements, analysis, processing, reviews, and staff reports
 - Coordination with adjacent municipalities and staff.
 - Developer and applicant coordination.
 - · Planning research.
 - Site plan analysis and review.
 - Preliminary, Final subdivision reviews.
 - Platting procedures.
 - Rezoning application.
 - Transportation planning.

Initially, this task will be authorized at a not to exceed amount \$11,500 or approximately 16 hours per week for six (6) weeks.

- c. PDG will provide long-range planning activities to include:
 - Annexation advertisements, agreements, analysis, processing, reviews and staff reports
 - · Comprehensive plan amendments both large and small.
 - Landscape grant agreement administration.
 - FDOT grant agreement administration.
 - Historic preservation.
 - Transportation planning.

Initially, this task will be authorized at a not to exceed amount \$11,500 or approximately 16 hours per week for six (6) weeks.

- d. PDG will attend scheduled meetings to include:
 - City council meetings.
 - Local planning agency meetings.
 - Staff coordination meetings.
 - Agenda review meetings.
 - Legal review meetings.
 - Metropolitan planning organization meetings.
 - Meetings with FDOT.

Initially, this task will be authorized had a not to exceed amount \$4,000 or approximately 33 hours.

Total not to exceed \$30,000. The hourly labor rate is \$119.00 per hour for staff time (*Project Manager or President*). Also included is labor costs: mileage to travel to the City offices, between City offices, small sets of copies (i.e.: less than 25 pages and four sets), computer equipment (not new software), and electronic communications. Any costs in excess will be reimbursed to PDG by the City at cost. It is estimated for PDG to provide services for approximately 8 weeks.

	STATE DECOMPOSITION
ı	STAFF RECOMMENDATION: Approval of Professional Services Agreement with
	Planning Design Group, LLC
1	
	REVIEWED BY CITY MANAGER:
	COUNCIL ACTION:
	MOTION BY:
	SECOND BY:

PROFESSIONAL SERVICES AGREEMENT

PROJECT

NUMBER:

20160601018

May 17, 2016

	Redmond Jones City Manager	Name:	Andre A. Anderson, AICP
Name:			
Ву:		Ву:	
The parties ag Accepted fo	ree to the "Provisions" provided		horization. Planning Design Group, LLC
technical or	professional services that a	re fumished by an	eeding copies, equipment, and mileage under this Agreement and any outside outside source and their reimbursable Design Group's administrative costs.
COMPENSA	ATION to be on a basis of:	See Attached Ex	chibit B
SCOPE OF	A THE THE PERSON NAMED IN COLUMN 18 IN COLUM	support after planning (see attached scope	resignations and report to City Manager of work - Exhibit A).
	inaaro quri srituouses Li suu iV	g Design Group, LL	C to perform the following Services:

Date:

PROJECT

Emergency Planning Support

ADDRESS: 156 South Lake Avenue, Groveland, Florida 34736

City of Groveland

NAME:

CLIENT:

Date:

PROVISIONS

- AUTHORIZATION TO PROCEED. Signing this
 Agreement shall be construed as authorization by CLIENT
 for the Consultant, Planning Design Group, LLC, to
 proceed with the Services, unless otherwise provided for
 in this Agreement.
- 2. LABOR COSTS. In the event the Consultant, Planning Design Group's compensation is calculated by reference to the Consultant, Planning Design Group's Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by the Consultant's Project Manager on the CLIENT's Project, multiplied by an amount charged for per hour based upon the average rate for PDG employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.
- 3. DIRECT EXPENSES, The Consultant, Planning Design Group's Direct Expenses shall be those irregular costs incurred on or directly for the CLIENT's Project. Irregular costs are expenses in excess of mileage for travel to the City offices, copies, and computer equipment (e.g.: travel expenses such as mileage, rental car, hotel and/or meals incurred for a trip to Tallahassee; and/or oversize copies. plots, drawings, or renderings in excess of tabloid pages). Expenses including but not limited to necessary transportation costs including mileage (at the Consultant's current rate of 0.45 per mile) when its automobiles are used, meals and lodging, laboratory tests and analyses, computer software, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by the Consultant, Planning Design Group, LLC.
- 4. OUTSIDE SERVICES. When technical or professional services are furnished by an outside source, when approved by CLIENT (such as right-of-way acquisition expertise), an additional amount shall be added to the cost of these services for the Consultant, Planning Design Group, LLC's administrative costs.
- 5. COST ESTIMATES. Any cost estimates provided by the Consultant, Planning Design Group, LLC, will be on a basis of experience and judgment. Since the Consultant, Planning Design Group, LLC, has no control over market conditions or bidding procedures, the Consultant, Planning Design Group, LLC, does not warrant that bids or ultimate construction costs will not vary from these cost estimates.
- 6. PROFESSIONAL STANDARDS. The Consultant, Planning Design Group, LLC, shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy work and materials furnished under this Agreement. If after completion of the Services the CLIENT can demonstrate that the Services hereunder fail to conform to such standards, the Consultant, Planning Design Group, LLC, will re-perform

- the deficient Services at no cost to the CLIENT, and the Consultant, Planning Design Group, LLC, shall have no liability for repair or replacement, construction rework or other costs. The Consultant, Planning Design Group, LLC, makes no warranty, expressed or implied.
- 7. ADDITIONAL SERVICES. Services in addition to those specified in Scope of Services will be provided by the Consultant, Planning Design Group, LLC, if authorized in writing by CLIENT. Additional services will be paid for by CLIENT as indicated in any Scope of Services, Task Authorization, or such other document as deemed appropriate by CLIENT and the Consultant, Planning Design Group, LLC.
- 8. SALES TAX. In addition to any other sums or amounts required to be paid by CLIENT to the Consultant, Planning Design Group, LLC, pursuant to this Agreement, CLIENT must also pay to the Consultant, Planning Design Group, LLC, the amount of any applicable sales, use, excise or other tax with respect thereto (other than any general income tax payable by the Consultant, Planning Design Group, LLC, with respect thereto) as the same may be levied, imposed or assessed by any federal, state, county or municipal government entity or agency. Notwithstanding foregoing, this provision shall not apply since CLIENT is exempt from paying sales tax.
- 9. LIMITATION OF LIABILITY. Excluding the Consultant, Planning Design Group, LLC's liability for bodily injury or damage to the property of third parties, the total aggregate liability of the Consultant, Planning Design Group, LLC, arising out of the performance or breach of this Agreement shall not exceed the compensation paid to the Consultant, Planning Design Group, LLC, under this Agreement. Notwithstanding any other provision of this Agreement, the Consultant, Planning Design Group, LLC, shall have no liability to the CLIENT for contingent, consequential, or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (Including negligence), strict liability or otherwise of the Consultant, Planning Design Group, LLC, its employees, or subconsultants.
- 10. DISPUTE RESOLUTION. All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.
- 11. ASSIGNMENT TO RELATED ENTITY. Notwithstanding anything in this Agreement to the contrary, in the event the Consultant, Planning Design Group, LLC, is not qualified and licensed in the relevant jurisdiction to provide services required hereunder, the Consultant, Planning Design Group, LLC, may, without the consent of any other party, assign all or any part of its obligation to provide such services to an

- entity related to the Consultant, Planning Design Group, LLC, which is qualified and Ilcensed to provide such services in the jurisdiction involved and which is contractually bound to the Consultant, Planning Design Group, LLC, to provide such Services.
- 12. PAYMENT TO THE CONSULTANT, PLANNING DESIGN GROUP, INTEREST ON PAST-DUE AMOUNTS. Weekly invoices will be issued by the Consultant, Planning Design Group, LLC, for all Services performed under the terms of this Agreement. Invoices are due and payable not 30 days. CLIENT agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to the Consultant, Planning Design Group, LLC, and if such Interest exceeds the principal balance of CLIENT's indebtedness to the Consultant, Planning Design Group, LLC, will be returned to CLIENT.
- 13. TERMINATION FOR NON-PAYMENT OF FEES. Without limiting any other remedy that may be available, the Consultant, Planning Design Group, LLC, may stop work or terminate this Agreement if CLIENT has not cured a payment default within 14 days after receipt of written notice from the Consultant, Planning Design Group, LLC. Any failure to make a payment within the time required in Article 12 above shall constitute a payment default. Notice by e-mail or fax, followed by overnight courier, shall meet this notice requirement. The Consultant, Planning Design Group, LLC's right to stop work or terminate this Agreement shall not be waived by the Consultant, Planning Design Group, LLC's continued performance during any period of investigation by the Consultant, Planning Design Group, LLC, to determine the reasons for CLIENT's nonpayment.
- 14. LEGAL EXPENSES. In the event legal action is brought by the Consultant, Planning Design Group, LLC, or CLIENT to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the non-prevailing shall pay the prevailing party, reasonable amounts for fees, costs and expenses as may be set by the court.
- 15. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall be held lilegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
- 16. FORCE MAJEURE. Any delays in or failure of performance by the Consultant, Planning Design Group, LLC, shall not constitute breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of the Consultant, Planning Design Group, LLC. In the event that any event of force majeure as herein defined occurs, the Consultant, Planning Design Group, LLC, shall be entitled to a reasonable extension of time for performance of its Services under this Agreement. A force majeure is defined as a catastrophic event outside the control of the Client or Consultant such as hurricane, fornado, extreme weather damage to buildings, computers, or equipment, death,

- and/or massive computer (e.g.: server failure, hacking of systems, or file loss) defect or extensive network or internet outage.
- 17 ELECTRONIC MEDIA. (a) As a component of the services provided under this Agreement, the Consultant, Planning Design Group, LLC, may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by the Consultant, Planning Design Group, LLC, to the CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be aftered or modified without the Consultant, Planning Design Group, LLC's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files.
- 18. THIRD PARTY BENEFICIARIES. Except to the extent any claims alleging negligence are asserted directly against the Consultant, Planning Design Group, LLC, employee wherein the employee shall be deemed a third party beneficiary to this Agreement and the protections in favor of the Consultant, Planning Design Group, LLC, there are no third party beneficiaries to this Agreement.

Exhibit A

Scope of Work

Planning Design Group, LLC, will provide emergency on-call planning services in lieu of City staff. Work will be conducted at the city offices and remotely, as appropriate and approved by the city manager or his designee. The services will include current planning, long-range planning, budgeting, meeting coordination, and special projects. Four task orders have been identified to describe the work that will be completed under this emergency services contract.

Task 1: Generic Work Order

From time to time, tasks and activities will arise without notice and be identified by the city manager as appropriate activities to be completed by the consultant. Examples of such tasks may include unscheduled meetings with external agencies, municipalities, and funding entities. The consultant will attend such meetings on behalf of the city and represent the interests of the community reflecting the most recent direction provided by City council and senior leadership team. Other unscheduled activities may include Grant applications, Special projects, research, and meeting facilitation. Initially, this task will be authorized had a **not to exceed amount \$3,000 or approximately 25 hours**.

Task 2: Current Planning

Recent staff separations have required the need for the consultant to perform current planning activities at city hall in lieu of staff. Citizens and developers require the ability to come to City Hall and request information or "planner of the day" functions. Based on initial discussions, the most frequent activity from citizens and developers occurs during the midday timeframe.

The following types of current planning activities will be performed by the consultant under this task:

- Answering general planning questions.
- Advertisements, agreements, analysis, processing, reviews, and staff reports
- Coordination with adjacent municipalities and staff.
- Developer and applicant coordination.
- Planning research.
- Site plan analysis and review.
- Preliminary, Final subdivision reviews.
- Platting procedures.

- Rezoning application.
- Transportation planning.

Initially, this task will be authorized at a not to exceed amount \$11,500 or approximately 16 hours per week for six (6) weeks.

Task 3: Long-Range Planning

Recent staff separations have required the need for the consultant to perform long-range planning activities in lieu of staff. Citizens and developers require the ability to come to City Hall and request information or "planner of the day" functions. Based on initial discussions, these activities may be performed on-site or remotely, as approved by the City Manager or his designee.

The following types of long-range planning activities will be performed by the consultant under this task:

- Annexation advertisements, agreements, analysis, processing, reviews and staff reports
- Comprehensive plan amendments both large and small.
- Landscape grant agreement administration.
- FDOT grant agreement administration.
- · Historic preservation.
- Transportation planning.

Initially, this task will be authorized at a not to exceed amount \$11,500 or approximately 16 hours per week for six (6) weeks.

Task 4: Scheduled Meetings

Recent staff separations have required the need for the consultant to attend scheduled City meetings in lieu of full-time planning staff. The city manager, CRA director, senior staff, and elected officials may need advice from professional planning staff at regularly scheduled meetings. Based on initial discussions, these activities may be performed onsite or remotely, as approved by the City Manager or his designee.

The following types of scheduled meetings will be attended by the consultant under this task:

- · City council meetings.
- · Local planning agency meetings.
- Staff coordination meetings.
- · Agenda review meetings.
- · Legal review meetings.
- Metropolitan planning organization meetings.
- Meetings with FDOT.

Initially, this task will be authorized had a not to exceed amount \$4,000 or approximately 33 hours.

Total initial task authorization: \$30,000 or approximately 31 hours per week over eight weeks

Exhibit B - Costs

Labor Costs:

The hourly labor rate for these Planning Design Group, LLC services will be \$119.00 per hour for staff time (*Project Manager or President*).

Labor costs include mileage to travel to the City offices, between City offices, small sets of copies (i.e.: less than 25 pages and four sets), computer equipment (not new software), and electronic communications.

Reimbursable Costs:

Reimbursable costs will include external mileage to travel outside of the City, requested new software, professional printing and binding services, external business services, right-of-way acquisition support, and any outside technical or professional services that are furnished by an outside source and their reimbursable expenses. The cost of these services shall be reimbursable at cost to Planning Design Group, LLC under this Agreement in excess of approved labor costs.